



**September 4, 2013**  
**Agenda**  
**5:00 P.M. Business Meeting**  
**Valencia County Commission**  
**Chambers**  
**444 Luna Avenue**  
**Los Lunas, NM 87031**

Board of County Commissioners  
*Charles D. Eaton, Chair* District IV  
*Alicia Aguilar, Vice-Chair* District II  
*Mary Andersen* District I  
*Lawrence R. Romero* District III  
*Jhonathan Aragon* District V

**PLEASE SILENCE ALL ELECTRONIC DEVICES.**

- 1) Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Approval of Agenda
- 4) Approval of Minutes:

August 7, 2013.....Business Meeting  
August 21, 2013...Business Meeting

**PRESENTATION(S)**

- 5) Proclamation supporting Literacy Week September 8<sup>th</sup> thru 14<sup>th</sup>, 2013. *Valencia County Literacy Council.*
- 6) Older American's Program Status Report. *Lilly McNabb, OAP Advisory Council Chairperson.*

**DISCUSSION (Non-Action) Item(s)**

- 7) Commissioners, Committees and Reports.

**ACTION ITEM(S)**

- 8) Consideration to accept Resolution 2013-\_\_\_\_\_ "New Mexico Association of Counties Legislative Priorities" *Commissioner Andersen / Tasia Young*
- 9) Consideration to approve funding for the Los Lunas High School Jr. ROTC program in the amount of \$500.00. *Commissioner Andersen*
- 10) Submission of Name to the Governor to Fill the House District 50 Vacancy. *BOCC*
- 11) Consideration to approve creation of a budget adjustment resolution to create the position of Fire Captain. *Fire Chief Gonzales*
- 12) Consideration to publish the title and general summary of Tome/Adelino Community Plan in a newspaper of general circulation for two weeks. *Jacobo Martinez*
- 13) Consideration to accept Resolution 2013-\_\_\_\_\_ for benefits for Chief Deputies. *Bruce Swingle*
- 14) Consideration to approve contract for New Day Juvenile Program FY14 in the amount of \$34,481.00. *Cynthia Ferrari*
- 15) Consideration to approve contract for Boy scouts Sc-Outreach program in the amount of \$9,700.00 for FY14. *Cynthia Ferrari*
- 16) Consideration to approve contract for Big Brothers, Big Sisters of Central New Mexico in the amount of \$31,000.00 for FY14. *Cynthia Ferrari*
- 17) Consideration to approve a JPA between Valencia County and the Rio Communities for Continuation of Services. *Bruce Swingle*
- 18) Consideration to approve revision of Purchasing Policy by Raising Small Purchase Limits to correlate with the New Mexico Procurement code to include efficiency and cost savings. *Michael Vinyard*
- 19) Consideration to award Contract No. VCB-FY14-004 for the Production and Mailing of Tax Bills and Delinquent Tax Notices. *Michael Vinyard.*

## **FINANCIAL MATTERS:**

- 20) Consideration to approve Resolution 2013-\_\_\_\_\_ budget adjustments for Juvenile Justice Service Programs. *Nick Telles*  
21) Approval of Financial/Payroll warrants. *Nick Telles*

## **PUBLIC COMMENT:**

Please sign up on the sheet located just outside the Commission chambers. The Board will allow each member of the public wishing to address the Board a full and complete opportunity to address the Commission.

## **EXECUTIVE SESSION:**

Pursuant to Section 10-15 1 (H) (2) (3) & (7), the following matters may be discussed in closed session: a. personnel: b. pending or threatened litigation: *Hospital Litigation; Los Chavez Community Assn. v. BOCC, D-1314-CV-2009-0426c.* real property: *Isleta Boundary Issue* d. administrative adjudicatory proceedings; specific limited topics that are allowed or authorized under the stated statute.

- ◆ Motion and roll call vote to go into Executive Session for the stated reasons
- ◆ Board meets in closed session
- ◆ Motion and vote to go back into regular session
- ◆ Summary of items discussed in closed session
- ◆ Motion and roll call vote that matters discussed in closed session were limited to those specified in Motion  
For closure, and that no final action was taken, pursuant to the authority in §10-15-1 NMSA 1978.

## **ACTION ITEM(S):**

## **NEXT COMMISSION MEETING:**

- ◆ September 18, 2013 – Business Meeting 5:00 P.M.  
Valencia County Commission Chambers 444 Luna Ave. LL, NM

## **ADJOURN**

*If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Valencia County Manager's Office at 444 Luna Ave., Los Lunas, New Mexico, (505) 866-2014 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats.*

---

This Page  
Intentionally  
Left Blank

---

# VALENCIA COUNTY BOARD OF COMMISSIONERS

## BUSINESS MEETING

AUGUST 7, 2013

PRESENT	Absent
Charles Eaton, Chairman	
Alicia Aguilar, Vice-Chair	
	Lawrence R. Romero, Member
	District V , Member (vacant)
Mary J. Andersen, Member	
Bruce Swingle, County Manager	
Adren Nance & Dave Pato, County Attorneys	
Aurora Chavez, Chief Deputy Clerk	Peggy Carabajal, County Clerk
Press and Public	

1) The meeting was called to order by Chairman Eaton at 5:00 P.M.

2) Attorney Pato led the Pledge of Allegiance.

*Chairman Eaton asked for prayers for Commissioner Romero's family during this difficult time with the passing away of his daughter.*

3) Approval of Agenda

Commissioner Andersen moved for approval. Seconded by Commissioner Aguilar. Motion carried unanimously.

4) Approval of Minutes: July 3, 2013- Business Meeting

Commissioner Aguilar moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

July 17, 2013- Business Meeting

Commissioner Andersen moved for approval. Seconded by Chairman Eaton. Motion carried unanimously.

July 24, 2013- Business Meeting

Commissioner Aguilar moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

### PRESENTATION(S)

5) Rio Grande Levee Study (Flood Plain) in Valencia County. *Deb Foley/Sara Cobb*

Sara Cobb, representative for Senator Udall, Deb Foley, Chief of Civil Works Project Manager with the Core of Engineers in Albuquerque and Michael Martinez, Project Manager gave a presentation on the levee project, which is a reconstruction of 50 miles of levees, starting at Mountainview, which is just south of Albuquerque, through Isleta Pueblo to just south of the City of Belen. The plan would include reconstruction of current MRGCD spoil banks. They have to identify an inventory of structures that can be damaged, these structures include homes, schools, municipal buildings, roads and anything with a potential to be damaged by flooding. As of right now the timeline for the project would be selecting the plan they want to move forward with in September, it would have to then go through multiple reviews. The final plan would be possibly finished in 2016 and construction start in 2017.

6) Audit Status Update. *Nick Telles*

Mr. Telles gave a report to the commissioners where each audit finding was listed individually and had a status update as to what has been done with each issue since April. As of today the county has been able to remove 5 of the 22 audit findings. The commissioners also commended Mr. Telles and his staff for what they have been able to accomplish so far.

### DISCUSSION (NON-ACTION) ITEM(S):

7) Commissioners, Committees and Reports.

Mr. Swingle reported that it was time for the commissioner's annual inspection of the detention center. It was agreed upon that the inspection would take place starting at 3:00 before the next business meeting held on August 21<sup>st</sup>. Mr. Swingle said that the National Night Out held in Meadowlake was well attended and that he has heard nothing but

positive comments about it, all in all it was a major success. He also commented that he had just done an interview with channel 7 news, they are doing a story about solid waste and where the county is currently at with the appeal that was filed. Commissioner Aguilar commended the Undersheriff who had been coordinating the National Night Out since January. Commissioner Aguilar said it was a nice evening and it was wonderful to see the community come together. There were several departments from the county that were present at the event with booths and information.

Peter Lupsha with the Tome-Adelino Agricultural Preservation, Cultural and Historic Community Citizens Advisory Group gave a brief report on what the group has been doing. The group recently sent out a survey to the 1,351 property owners in the moratorium area. They have had better than a 13-14% response rate; to date they have had 150 respondents.

Commissioner Andersen introduced representatives from the Los Lunas High School Jr. ROTC program. The members of the program were present to request support from the commission, they presented the commission with a list of suggested donations. Attorney Pato commented that this matter would need to be researched further and that he would meet with the group to see if the donations go directly to the school or through a non-profit. Commissioner Andersen reported that at the NMAC meeting that was held last week the Deputy Secretary of Human Services was there talking about the changes that the state needs to make to meet the requirements of Obama Care. At the meeting it was discussed that the funding that the county knows as sole community provider funds are going away and is being replaced with Centennial Care. It is proposed that the money to support that program come from the 2<sup>nd</sup> 1/8 indigent tax that some counties impose. They want to take that money and control it in Santa Fe, and then from there it will be distributed based on the population and poverty level of each county. So our tax money from our county will be used by people in other counties, even in those counties that don't have an imposed GRT. Commissioner Andersen believes that this is something that needs to be taken seriously and that we need to talk to our representatives about it. Also the NM State Fair would like every county to be represented and to have a booth at County Day, and if possible a queen candidate from each county fair as well.

Commissioner Aguilar commented that this past week she had noticed that the attorney's contract had gone out for RFP and that it was being called a single source award. She said that her whole intention in this issue was that she wanted commission discussion and input with the attorneys and also to discuss the scope of the attorney's work; not to just go out for RFP. Commissioner Aguilar believes that some clarification is needed on policy on the way things are being handled in the legal services. She commented that before the contract is just renewed or awarded, especially as a single source, there needs to be communication with the attorneys. Commissioner Aguilar said she would like the RFP to be put on hold until there can be more dialog on this setting up some policies on how things are going to work. Mr. Swingle stated that at the last meeting the majority of the commission decided to terminate the contract with the current county attorneys. The decision was made to go out and advertise and that is what we did. And in order to get the several month process done by the September deadline the RFP had to go out as soon as possible. Commissioner Aguilar said that her intent was that the contract was coming due by September 15<sup>th</sup>, it doesn't mean that it was terminated it could be renewed month to month. She would like discussion on the cost and what we are actually getting and if we could come down on the costs. Chairman Eaton commented that as far as the pricing we wouldn't know until the end of the process and as far as policy as to who has access to legal we can establish policy once the contract has been executed. Mr. Vinyard replied that we do know what the pricing is now based on the current contract, however when you do go out for a new procurement you do take your chance because prices are going up. Commissioner Aguilar asked that because this is an RFP is there an evaluation committee and then recommendations are made. Mr. Vinyard replied that yes this requires an evaluation committee and a recommendation is brought before the commission, and that the county manager appoints the committee. Mr. Swingle commented that if the commission would like to sit on the committee he would just need to know who. The committee evaluates the proposals that are submitted, reviews them then submits a recommendation to the commission. The commission has the final say so on who is selected. Commissioner Andersen commented that the two gentlemen that now represent us spend 95% of their time on Valencia County legal affairs, and how they manage that is beyond her because they have other people to take care of as well. She went on to say that she voted against this thing at the last meeting because she thought it was wrong. We have had excellent legal advice from our current attorneys. And she knows for a fact that having a new attorney brought in will put the county 6-9 months behind because of all the law suits we've got going on and the union negotiations of which the gentlemen have been a vital part of. She also believes that that we are doing nothing with the RFP except damaging this county. Mr. Vinyard commented that at the last

meeting the impression that he had gotten from Commissioner Aguilar was that the commission wanted him to go ahead and get the RFP process started so that a new procurement could be completed by the September 15<sup>th</sup> deadline. He commented that he took a 90 day process and by shoving an awful lot of things to the side he was able to structure a 90 day process and shove it into 45 days at great cost. A lot of things have suffered to make this thing happen. Eight days from today we will have proposals waiting to be scored so he needs guidance as to whether this procurement needs to be pulled or post-poned because he has pulled out all the stops on this one. Chairman Eaton said that he had voted and supported to go out for RFP and that he is going to support the process. He instructed Mr. Vinyard to continue with what is now in place and don't delay the process.

Commissioner Aguilar reported that for the last 6 years the Pueblo of Isleta has informed and contacted the county about the fence line along their southern boundary, our northern boundary. On July 23<sup>rd</sup> she received a certified letter from the Governor of Isleta letting us know that they are giving us 1 year to change that boundary. The letter states that they have the authority to set the time frame for Bureau of Indian Affairs and the Pueblo to permanently close off access to that strip of Pueblo of Isleta land. There are 7 or more houses that would be affected by this and it saddens her to see that this issue has been ignored for the last 6 years.

Chairman Eaton commended Ms. Bouska and her crew for all their hard work dealing with the many issues that have come up with all the rain that we have been experiencing lately. Her crew has been doing an exceptional job.

#### **8) Detention: Medical Provider Update. *Joe Chavez***

Mr. Chavez commented that the county's current medical provider contract with Valencia Valley Healthcare ends on October 31<sup>st</sup>. They have been on contract with the county since October 2010 and the county has renewed their contract yearly since then. This year Valencia Valley Healthcare requested an increase of over \$332,000. With this increase they would provide 24 hour licensed staff coverage. Mr. Chavez said that VVH has provided quality service and that he is happy with what they have received. He also commented that currently steps are being taken to go out for RFP, but he doesn't want to rush this procurement. He wants to make sure all steps are covered and that everything is done correctly.

#### **ACTION ITEM(S)**

#### **9) Consideration to award Contract No. VCB-FY14-001 Lock Box Services for County Treasurer. *Mike Vinyard***

Mr. Vinyard commented that a formal procurement process had been carried out and the county had received 3 bids. With this contract there will be an apparent estimated savings to the county of \$7,000. The contract was awarded to Bank of Albuquerque.

Commissioner Andersen moved for approval. Seconded by Chairman Eaton. Motion carried unanimously.

#### **10) Consideration of the Findings of Fact and Conclusion of Law of an appeal heard by the County Commission to approve a Conditional Use Home Occupation to allow for the storing of equipment and parking for employees. T5n, R2E, Section 8, NMPM, Tract 34-B-2-A, Zoned RR-2; Filed in Book 365 Page 12390, of the office of the Valencia County Clerk; Lands of Ignacio Baca; also known as 1021 N. Gabaldon Rd. Belen, NM 87002. *Jacobo Martinez***

Commissioner Aguilar motioned to table the item. Seconded by Commissioner Andersen. Motion carried unanimously. Item tabled.

#### **11) Consideration to approve Resolution 2013-32 for financial hardship to NMDOT Cooperative Agreement SP-3-14(976). *Kelly Bouska***

NMDOT has granted the county \$114,525. Which is 75% of what was requested for FY 2014. Typically the county contributes 25% of the requested amount, which would be a little over \$38,000. This resolution would be to ask for hardship for that amount.

Commissioner Andersen moved for approval. Seconded by Commissioner Aguilar. Motion carried unanimously.

Chief Deputy Aurora Chavez announced Resolution 2013-32.

#### **12) Consideration to approve Cooperative Agreement SB 7714(966)14 with New Mexico Department of Transportation. *Kelly Bouska***

This agreement is for the School Bus Program for FY 2014. The county will receive a total of \$226,004 and the counties share will be \$26,511.

Commissioner Aguilar moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

**FINANCIAL MATTERS:****13) Approval of Financial/Payroll warrants. *Nick Telles***

Commissioner Andersen moved for approval. Seconded by Commissioner Aguilar. Motion carried unanimously.

**PUBLIC COMMENT:**

**Earl Gleason-** Mr. Gleason commented that due to the recent rain Mesa Road is experiencing problems. And that part of the road doesn't get graded so now it's just falling apart. He has an upcoming meeting with the Army Core of Engineers to see if these issues can be resolved.

**Jack Lovato-** Mr. Lovato commented that he is a retired auditor; he retired after 35 years with the federal government. He can appreciate Mr. Telles efforts in trying to satisfy all the audit findings. He asked if the public can get a list of all the findings and the status on all of them. Mr. Lovato suggested that if the county doesn't have any internal audit controls in place then maybe the commission should look into that area. When you have internal audit functions you are able to find the problem and correct it before it comes before the auditors. Mr. Lovato also had a question about the change to the purchasing policy that the commission recently voted on.

**Lorraine Montano & Lupita Montano-** Ms. Montano said that on the 26<sup>th</sup> and the 28<sup>th</sup> of July there had been bad flooding on La Entrada Road due to the recent rain. Her yard has been severely damaged and the septic tank system had been saturated. Damage had also occurred at her brother's house. Ms. Montano said that her yard is covered by 3 inches of sand. She does not have any homeowners insurance so she is requesting if there is any help from the county.

Commissioner Aguilar commented that maybe some trenching or drainage can be done. Mr. Swingle commented that Ms. Bouska will work with the Army Core of Engineers to see if they can come up with a solution for various areas around the county. Commissioner Aguilar would like Glenda Chavez from Emergency Management to get involved; maybe it's a possibility that there is state money available for assistance on this issue.

**Robert Gallegos-** Mr. Gallegos is President of 1382 Local. He would like the commission to consider a raise for the labors working for the county. He commented that our guys work hard and do a good job and that they need something, a raise or a bonus just something to boost their morale. Praises and thank you's are great but they don't pay the bills.

**EXECUTIVE SESSION:**

Pursuant to Section 10-15-1 (H) (2) (3) & (7) the following matters may be discussed in closed session; a) Personnel: *Bruce Swingle (Chief Deputies)* b) Pending or threatened litigation c) real property d) administrative adjudatory proceedings; other specific limited topics that are allowed or authorized under the stated statute.

Attorney Nance stated that what was to be discussed is limited to what was presented on the agenda for executive session.

Commissioner Aguilar moved to go into executive session. Seconded by Commissioner Andersen. Roll call vote. Commissioner Aguilar voted yes. Commissioner Andersen voted yes. Chairman Eaton voted yes. Motion passed 3-0.

Commissioner Aguilar moved to return to regular session. Seconded by Commissioner Andersen. Motion passed 3-0.

Attorney Nance stated that the matters discussed in executive session were limited to those in the motion for closure and that no final action was taken.

**ACTION ITEM(S):**

**14) Consideration to approve percentage increase for Chief Deputies. *Bruce Swingle***  
Commissioner Andersen commented that she sympathizes with the request but that the county is in a financial bind, we also have people barely making over minimum wage. She went on to say that she thinks it's best to review our finances and take another look at the budget.

Commissioner Andersen moved to table the item. Seconded by Chairman Eaton. Motion carried unanimously.

**NEXT COMMISSION MEETING:**

Minutes of August 7, 2013 Business Meeting

The next Regular Meeting of the Valencia County Board of County Commission will be held on August 21, 2013 at 5:00 P.M. Meeting in the County Commission Room at the Valencia County Courthouse.

**11) Adjournment**

Commissioner Aguilar moved for adjournment. Seconded by Commissioner Andersen. Motion carried unanimously. TIME 7:48 P.M.

**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the August 7, 2013 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**CHARLES EATON, CHAIRMAN**

\_\_\_\_\_  
**ALICIA AGUILAR, VICE-CHAIR**

\_\_\_\_\_  
**LAWRENCE R. ROMERO, MEMBER**

\_\_\_\_\_  
**DISTRICT V, MEMBER (VACANT)**

\_\_\_\_\_  
**MARY J. ANDERSEN, MEMBER**

**ATTEST:**

\_\_\_\_\_  
**PEGGY CARABAJAL, COUNTY CLERK**

\_\_\_\_\_  
**DATE**



---

---

This Page  
Intentionally  
Left Blank

---

---

# VALENCIA COUNTY BOARD OF COMMISSIONERS

## BUSINESS MEETING

AUGUST 21, 2013

<b>PRESENT</b>	
Charles Eaton, Chairman	
Alicia Aguilar, Vice-Chair	
Lawrence R. Romero, Member	
Jhonathan Aragon, Member	
Mary J. Andersen, Member	
Bruce Swingle, County Manager	
Adren Nance & Dave Pato, County Attorneys	
Peggy Carabajal, County Clerk	
Press and Public	

1) The meeting was called to order by Chairman Eaton at 5:00 P.M.

2) Mike Vinyard led the Pledge of Allegiance.

Chairman Eaton introduced the newly appointed commissioner for District 5, Jhonathan Aragon, whose term will expire on December 31, 2014. Commissioner Aragon said that he appreciated being given this chance to serve and he looks forward to working with everyone.

3) Approval of Agenda

Commissioner Aguilar moved for approval with item #4 removed from the agenda. Seconded by Commissioner Andersen. Motion passed 4-0. Commissioner Romero was absent for the vote.

4) Approval of Minutes:

Item removed from the agenda.

### PRESENTATION(S)

5) Juvenile Justice Board Quarterly Report. *Cynthia Ferrari/Joe Chavez*

Ms. Ferrari the Valencia County Juvenile Justice Coordinator stated that they currently have 4 programs, Big Brothers Big Sisters, ScOutreach, Teen Court and RAC. The RAC program has locations at Century High in Los Lunas and Infinity High in Belen. This year 178 youth have been served through RAC. 119 male and 59 female. The ages range from 6-18 years old. ScOutreach has had 98 participants, 49 male and 49 female. The ages range from 12-16 years old. Teen Court has had 47 participants with 26 male and 21 female. Ages in that program range from 12-17 years old. Overall the programs have served 348 youth and out of those youth only 9 were rearrested, so the programs are certainly working. Last year the Juvenile Justice Board had \$57,500 in funding. This year CYFD issued an RFP and the VCJJB responded, initially asking for \$150,000 because additional programs were wanting to be funded. At the end of the process the VCJJB received all of the money they had requested.

Virginia Graumann with Big Brothers Big Sisters expressed her thanks to the VCJJB; they have had a great support system with them. Currently the program has 21 boys and 19 girls on the wait list. When an individual volunteers with the program they are asked to commit 4-6 hours per month to spend with their little brother or little sister. In the Big Brothers Big Sisters program there are two separate programs, one is Community-based which is going out and doing activities with the child and the other is Site-Based which is after school assisting a child with their homework. H.T. Jaramillo School in Belen will be kicking off a site-based program within the next few weeks and for that program the National Guard has already committed 13 volunteers. Ms. Graumann added that child safety is their #1 priority so all individuals are fingerprinted and have a criminal and sex offender background check done as well as a DMV check. Then these individuals are put through a complete and thorough interview process.

6) Proclamation Supporting the Second Annual "Viva New Mexico Chile Festival"  
*Roxanne Wagner*

Mr. and Mrs. Wagner stated that because of last year's successful event another day has been added to this year's upcoming festival. It will now start on Friday September 6<sup>th</sup> at

Minutes of August 21, 2013 Business Meeting

4:00 p.m. They have received lots of community support and participation from the various sponsors of the event to the vending booths. The Wagners expressed their thanks that they have been allowed to come into Valencia County and put on an event like this. Mr. Wagner said that the chile looks especially good and flavorful this year. The commissioners thanked the Wagners for all their hard work and are looking forward to the upcoming event to be held September 6-8<sup>th</sup>.

Commissioner Andersen moved for approval of the proclamation. Seconded by Commissioner Aragon. Motion carried unanimously.

#### **DISCUSSION (NON-ACTION) ITEM(S):**

##### **7) Commissioners, Committees and Reports.**

Mr. Swingle reported that the commissioner's jail tour was not posted so only 2 commissioners went through the facility today and the other commissioners will take the tour in the near future. It is state statute that the commissioners go on the tour once per year and report their observations at a BOCC meeting. Mr. Swingle went on to say that the county had gone through the procurement process with the attorneys RFP, and only one firm had submitted a proposal, and that is our current law firm. Mr. Swingle suggested that the procurement be terminated and that the county continue with the existing contract that we have. Commissioner Aguilar stated that she agreed with that but would like to have a meeting with the attorneys to develop a stronger dialog with them. Commissioner Aguilar asked what role the Commission plays in finding a replacement for the recently deceased State Representative Stephen Easley. Mr. Swingle replied that he has consulted with the county attorneys and the county's obligation is to submit a name to the Governor, each of the counties in Representative Easley's district will do so. This topic will be on the agenda for the September 4<sup>th</sup> meeting. Chairman Eaton commented that he would like to identify the precincts in Representative Easley's district. County Clerk Peggy Carabajal stated that she would have that information for the commissioners at the next business meeting.

Commissioner Andersen reported that she had received an e-mail from the young men with the Jr. ROTC program that had appeared at the last BOCC meeting. The e-mail stated that the county legal team had determined that it would be legal for the board to make a donation to the program, provided that it goes to the school. Commissioner Andersen would like it to be put on the agenda for the next meeting for the board to be able to provide the Jr. ROTC program with some money.

#### **Board of County Commissioners convenes as Indigent Claims Board**

Commissioner Aguilar moved to convene as Indigent Claims Board. Seconded by Commissioner Andersen. Motion carried unanimously.

##### **8) Consideration of Indigent Report. One report with 93 claims and one appeal. *Barbara Baker/Dan Zolnier***

Ms. Baker presented the Indigent Report and asked for approval in the amount of \$81,308.87

Commissioner Aguilar moved for approval. Seconded by Commissioner Aragon. Motion carried unanimously.

Ms. Baker presented an appeal for Agnes Moczarnik in the amount of \$911.68 to be paid to UNM Health Sciences Center.

Commissioner Aguilar moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.

#### **Board reconvenes as Board of County Commissioners.**

Commissioner Aragon moved to reconvene as the BOCC. Seconded by Commissioner Aguilar. Motion carried unanimously.

#### **ACTION ITEM(S)**

9) Consideration of Findings of Fact and Conclusion of Law of an appeal hear by the County Commission to approve a Conditional Use Home Occupation to allow for the storing of equipment and parking for employees. T5N, R2E, Section 8, NMPM, tract 34-B-2-A, Zoned RR-2; filed in book 365, Page 12390 of the office of the Valencia County Clerk; Lands of Ignacio Baca; also known as 1021 N. Gabaldon Rd., Belen, NM 87002. *Jacobo Martinez*

Newly appointed Commissioner Aragon stated that he had reviewed the Findings of Fact. Commissioner Aguilar moved for approval. Seconded by Commissioner Romero. Motion passed 3-2. Commissioner Andersen and Chairman Eaton voted no.

**10) Consideration to approve request to apply surname to a privately maintained easement for subsequent use in the E911 system. *Ricky Salas/Victor Gonzales***

Mr. Gonzales stated that the easement is a 15 foot plated easement and that all residents and family members have agreed to accept the name Camino de Salas. Fire Chief Gonzales commented that they had gone out and measured and they do have the required 15 foot easement, but if a home was to ever be put at the end of the road they would request that a cul de sac be put in. Mr. Gonzales said that the residents were also made aware that the road must be a good drivable surface, especially after it rains. Mr. Swingle confirmed that this is not a county maintained road but a private one. The individuals just want to identify a name for it. If the county were to accept it as a county road then the county would require the individuals to build it to the counties standards. Commissioner Aragon moved for approval. Seconded by Commissioner Aguilar. Motion carried unanimously.

**11) Consideration to accept Resolution 2013-33 Financial Hardship to NMDOT for CAP-3-14(496). *Kelly Bouska***

Commissioner Andersen moved for approval. Seconded by Commissioner Romero. Motion carried 4-0. Commissioner Aguilar was absent for the vote. County Clerk Peggy Carabajal announced Resolution 2013-33.

**12) Consideration to approve MOU between Valencia County and District Court for continued and expanded pre-trial services. *Bruce Swingle***

Mr. Swingle stated that in years past the county has funded \$50,000 which allowed district court to hire one individual to monitor and screen the detainees. This year a second monitor as well as a part time clerical person was funded with the cost to the county being \$125,000. On average they are able to keep 40-60 individuals out of the detention center per coordinator. It is a cost effective program in the best interest of the community, courts and the county to support this MOU.

Commissioner Andersen moved for approval. Seconded by Chairman Eaton.

Commissioner Aguilar asked if there could be a condition put in the MOU which states that it does not just automatically renew.

Commissioner Anderson amended her motion stating that a change be made saying that the MOU will terminate on June 30, 2014. Seconded by Chairman Eaton. Motion carried unanimously.

**FINANCIAL MATTERS:**

**13) Approval of Financial/Payroll warrants. *Nick Telles***

August 2, 2013 Accounts Payable- Commissioner Aguilar moved for approval. Seconded by Commissioner Aragon. Motion carried unanimously.

August 9, 2013 Accounts Payable- Chairman Eaton moved for approval. Seconded by Commissioner Andersen. Motion carried unanimously.

August 14, 2013 Payroll Authorization- Commissioner Aguilar moved for approval. Seconded by Commissioner Romero. Motion carried unanimously.

**PUBLIC COMMENT:**

Jack Lovato- Mr. Lovato stated that he is a retired federal auditor and a certified fraud examiner. He said that he is willing to work for the county on a pro bono basis to help in whatever way that he can to help resolve the findings in this year's audit. He went over the 4 types of opinions that an auditor can give on financial statements. He also hopes that Valencia County makes fixing the audit findings their number one priority. Stacked up to the other entities in the county the difference between them and us is extremely stark. The county's audit has 22 total findings, which includes 13 repeated and 9 new findings. The county does not have a financial accounting manual, which is a fundamental requirement of an accounting system. He then went over repeat finding 2009-01 which is Entity Wide Control Deficiency and he believes this is the number one issue to resolve. Mr. Lovato also recommended going back and doing some testing on items that have been completed before the auditor comes back, that way they don't hit us again on the same items.

Jim Crawford- Mr. Crawford welcomed Commissioner Aragon. He stated that the Tome-Adelino Community Planning Group will be presenting their finished plan at the September 4<sup>th</sup> County Commission Meeting. He does support this plan and is happy with the outcome. He also hopes that the commissioners will vote to approve the plan. Mr. Crawford would like to recognize Jacobo Martinez for all the help and insight that he has given the Tome-Adelino Group. Mr. Crawford expressed his disappointment in the

Minutes of August 21, 2013 Business Meeting

upcoming departure of Mr. Swingle. He believes he brought a great amount of professionalism in the short amount of time he spent in Valencia County.

Clarke Metcalf- Mr. Metcalf welcomed Commissioner Aragon on board. He stated that he believes that anyone with a lengthy public comment should possibly be moved onto a presentation item on the agenda. Mr. Metcalf went on to say that the county commission seems to be falling apart with the loss of the county manager and the resignation and the replacement of a commissioner. There is no reason to let personality disputes effect policy. The political game playing with the hospital mill levy has not only led to the disintegration of the public's trust but has also brought about the spectacle of municipalities taking each other to court. Please remember your constituents and your oath of office.

Mike Woods- Mr. Woods welcomed Commissioner Aragon and advised him to look to the future and make the county what it should be. He regrets that Mr. Swingle hadn't come on board as the county manager sooner. Mr. Woods went on to list several past and present commissioners and their political shortcomings. Mr. Woods stated that he along with support from people for an honest government will give a \$5,000 reward to the person who comes forward with evidence which leads to a conviction for any person found paying for any commissioner's votes. The reward offer expires 30 days from today.

Mary Woods- Ms. Woods stated that the injunction that the City of Belen filed against Los Lunas several months ago has been denied. She is happy to see that the Village of Los Lunas has filed lawsuit against the Commission, the City of Belen and the City Council of Belen. Ms. Woods also asked what the current status of the jail pods was. She also stated that the middle of the month commission meeting, which is often cancelled, should be used to inform the people of what is going on in the county. The citizens would like to know what the commissioners are doing.

#### **EXECUTIVE SESSION:**

Pursuant to Section 10-15-1 (H) (2) (3) & (7) the following matters may be discussed in closed session; a) Personnel: County Manager (Bruce Swingle) b) Pending or threatened litigation c) real property d) administrative adjudicatory proceedings; other specific limited topics that are allowed or authorized under the stated statute.

Attorney Nance stated that what was to be discussed is limited to what was presented on the agenda for executive session.

Commissioner Aguilar moved to go into executive session. Seconded by Commissioner Romero. Roll call vote. Commissioner Andersen voted yes. Commissioner Romero voted yes. Commissioner Aragon voted yes. Commissioner Aguilar voted yes. Chairman Eaton voted yes. Motion passed 5-0.

Commissioner Aguilar moved to return to regular session. Seconded by Commissioner Romero. Motion passed unanimously.

Attorney Nance stated that the matter discussed in executive session was limited to that in the motion for closure.

Commissioner Andersen moved for approval of the summary as stated by Attorney Nance. Seconded by Commissioner Aguilar. Roll call vote. Commissioner Andersen voted yes. Commissioner Romero voted yes. Commissioner Aragon voted yes. Commissioner Aguilar voted yes. Chairman Eaton voted yes. Motion passed 5-0.

#### **ACTION ITEM(S):**

14) County Manager Position.

Commissioner Romero moved to appoint Finance Director Nick Telles interim County Manager. Seconded by Commissioner Aragon. Motion carried unanimously.

#### **NEXT COMMISSION MEETING:**

The next Regular Meeting of the Valencia County Board of County Commission will be held on September 4, 2013 at 5:00 P.M. Meeting in the County Commission Room at the Valencia County Courthouse.

11) Adjournment

Commissioner Romero moved for adjournment. Seconded by Commissioner Aragon. Motion carried unanimously. TIME: 7:36 P.M.

**NOTE:** All proposals, documents, items, etc., pertaining to items on the agenda of the August 21, 2013 Business Meeting (presented to the Board of County Commissioners) are attached in consecutive order as stated in these minutes.

**VALENCIA COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**CHARLES EATON, CHAIRMAN**

\_\_\_\_\_  
**ALICIA AGUILAR, VICE-CHAIR**

\_\_\_\_\_  
**LAWRENCE R. ROMERO, MEMBER**

\_\_\_\_\_  
**JHONATHAN ARAGON, MEMBER**

\_\_\_\_\_  
**MARY J. ANDERSEN, MEMBER**

**ATTEST:**

\_\_\_\_\_  
**PEGGY CARABAJAL, COUNTY CLERK**

\_\_\_\_\_  
**DATE**

---

This Page  
Intentionally  
Left Blank

---



# Proclamation

**WHEREAS**, the ability to read is essential to personal freedom and to the functioning of a democratic society; and,

**WHEREAS**, our society is dependent on an informed citizenry, and the ability to read is necessary to be informed; and,

**WHEREAS**, as our culture becomes ever more technologically complex, literacy becomes even more basic to survival and the achievements of one's potential; and,

**WHEREAS**, literacy is an integral element in the broader goal of economic opportunity and security for all; and,

**WHEREAS**, in the United States, literacy and the ability to speak English is essential to economic viability and personal opportunity; and,

**WHEREAS**, this is Valencia County Literacy Council's 26<sup>th</sup> year of providing services in Valencia County.

**NOW THEREFORE**, the Valencia County Board of Commissioners does hereby proclaim the week of September 8<sup>th</sup> through 14<sup>th</sup>, 2013 as:

## Literacy Week

In the County of Valencia and further proclaims the Board's support for literacy efforts throughout Valencia County.

**APPROVED, ADOPTED, AND PROCLAIMED** on this 4<sup>th</sup> day of September, 2013.

**BOARD OF COUNTY COMMISSIONERS**

---

Charles D. Eaton  
Chairman, District IV

---

Alicia Aguilar  
Vice-Chair, District II

---

Mary J. Andersen  
Commissioner, District I

---

Lawrence R. Romero  
Commissioner, District III

---

Jhonathan Aragon  
Commissioner, District V

Attest:

---

Peggy Carabajal, County Clerk



---

This Page  
Intentionally  
Left Blank

---



**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Department Head:** Commissioner Mary Andersen  
**Individual Making Request:** Commissioner Mary Andersen  
**Presentation at Meeting on:** September 4, 2013  
**Date Submitted:** August 27, 2013  
**Title of Request:** Consideration to Approve Resolution Supporting 2013 Legislative Priorities of the NMAC

---

**Action Requested of Commission:**

Consideration to approve a resolution supporting 2013 legislative priorities of the NMAC

**Information Background and Rationale**

The NMAC Board of Directors approved six legislative priorities for consideration by the New Mexico Legislature at its 2013 regular session. These priorities were developed by various affiliates to improve county operations. This request is an annual occurrence to demonstrate support of the priorities by all New Mexico Counties.

**What is the Financial Impact of this Request?**

Approval of this resolution will have no adverse financial impact on the county. Many of the priorities will increase county revenues or decrease operating costs.

**Legal:**

This is a non-binding resolution in support of the Association of Counties legislative priorities. If the Commission agree with the priorities, the adoption of the resolution should be considered. The priorities are not presented in any particular order and may be arranged by the Commission.  
Adren Nance

**Finance:**

There is no immediate financial impact associated with this request. (*Nick Telles*)



**VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS  
RESOLUTION Nº 2013-**

**A RESOLUTION SUPPORTING THE 2013 LEGISLATIVE PRIORITIES OF THE  
NEW MEXICO ASSOCIATION OF COUNTIES**

**WHEREAS**, in August 2013, the Board of Directors of the New Mexico Association of Counties approved six legislative priorities for consideration by the New Mexico Legislature at its 2013 Regular legislative session; and,

**WHEREAS**, the Association has requested the Board of County Commissioners in each of the state's 33 counties adopt a resolution supporting the Association's legislative priorities; and,

**WHEREAS**, this is an important step in assuring maximum understanding of, and support for, the Association's legislative priorities at the county level; and,

**WHEREAS**, the adoption of such resolutions will enable the Association to demonstrate to the state legislature local and statewide support of the Association's legislative priorities; and,

**WHEREAS**, the legislative priorities adopted by the Association's Board of Directors include support for legislation on the following five (5) issues:

- A. Disclosure of sales date for all real property, sponsored by the Assessors' Affiliate.
- B. Authorizing local government royalties for database access, sponsored by the Clerks' Affiliate.
- C. Decriminalization of minor traffic offenses, sponsored by the Commissioners' Affiliate.
- D. Funding for rural emergency medical systems, sponsored by the Commissioners' Affiliate.
- E. Mandating sales of delinquent properties, sponsored by the Treasurers' Affiliate.
- F. Expanding the list of fireworks restricted by local governments, sponsored by the Commissioners' and Fire & EMS Affiliates.

**NOW, THEREFORE, BE IT RESOLVED** that the Valencia County Board of County Commissioners does hereby support the legislative priorities of the New Mexico Association of Counties as set forth above, and urges that legislation incorporating these priorities be enacted by the State Legislature during its 2013 Regular legislative session.

**APPROVED, ADOPTED, AND PASSED** on this 4<sup>th</sup> day of September, 2013.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Charles D. Eaton  
Chairman, District IV

\_\_\_\_\_  
Alicia Aguilar  
Vice-Chair, District II

\_\_\_\_\_  
Mary J. Andersen  
Commissioner, District I

\_\_\_\_\_  
Lawrence R. Romero  
Commissioner, District III

\_\_\_\_\_  
Jhonathan Aragon  
Commissioner, District V

Attest:

\_\_\_\_\_  
Peggy Carabajal, County Clerk

# **New Mexico Association of Counties**



## **2014 NMAC Legislative Priorities**

**As approved by the  
NMAC Board of Directors  
August 2013**

## **GERMANE LEGISLATION IN THE EVEN-NUMBERED YEARS**

N.M. Const. Art IV

Sec. 5. [Time and length of sessions; items considered in even-numbered years.]

A. Each regular session of the legislature shall begin annually at 12:00 noon on the third Tuesday of January. Every regular session of the legislature convening during an odd-numbered year shall remain in session not to exceed sixty days, and every regular session of the legislature convening during an even-numbered year shall remain in session not to exceed thirty days. No special session of the legislature shall exceed thirty days.

B. Every regular session of the legislature convening during an even-numbered year shall consider only the following:

- (1) budgets, appropriations and revenue bills;
- (2) bills drawn pursuant to special messages of the governor; and
- (3) bills of the last previous regular session vetoed by the governor.

(As amended November 5, 1940, November 5, 1946, and November 3, 1964.)

NMAC 2014 LEGISLATIVE PRIORITIES

SHORT TITLE	LEAD AFFILIATE	PAGE
Property tax equity	Assessors	4
Non-residential sales disclosure	Assessors	6
Notice of liens	Clerks	8
Medicaid benefits suspension	Commissioners	9
Detention gross receipts tax	Detention Administrators	13
Delinquent property tax collections	Treasurers	18
Delinquent property tax list	Treasurers	20

**NEW MEXICO ASSOCIATION OF COUNTIES**

**ASSESSOR'S AFFILIATE**

**RESOLUTION NUMBER 1**

**Subject: Residential Valuation Limitation and Equalization for New Mexico Residents**

**Affected Affiliates: Assessors, Treasurers, Managers**

**Type of change: State-Legislative**

**Impact: County/State revenue**

**Submitted as NMAC Priority or Affiliate Initiative (please circle one) Y N**

**WHEREAS, the value of owner occupied residential property, for property tax purposes, should be valued at no less than 90% of market value; and**

**WHEREAS, the annual limitation on increases in valuation of residential property for 2015, shall not exceed 105% of the value in the tax year prior to the tax year in which the property is being valued or not less than 70% of the market value whichever is greater; and**

**WHEREAS, the annual limitation on increases in valuation of residential property for subsequent years, following 2016, shall not exceed 105% of the value in the tax year prior to the tax year in which the property is being valued or not less than 90% of the market value whichever is greater; and**

**WHEREAS, while striving for equalization of property values, consideration must be given to the long term residents of New Mexico; and**

**WHEREAS, the creation of a valuation limitation for the long term resident, providing a deduction of 10% of the taxable value, of the residential property owned and occupied by a New Mexico resident for 10 or more years and a 20% deduction of the taxable value, of the residential property owned and occupied by a New Mexico resident, 65 years of age or older, for 20 or more years.**

**NOW, THEREFORE, BE IT RESOLVED that the New Mexico Association of Counties support legislation that will provide for the proposed changes to 7-36-21.2 NMSA, allowing for a more equitable property valuation process.**

Signed   
Affiliate Chair

Date: 6-20-13



**RESIDENTIAL VALUATION LIMITATION & EQUITY  
FOR NM RESIDENTS**

**House Bill 521, 2013 Regular Session**

*Introduced by Representative Ed Sandoval,  
passed the House Tax Committee, but died on adjournment.*

- House Bill 521 addressed the "Tax Lightning" problem, which strikes new homeowners when they purchase a home and there is no longer a 3% cap on valuation increases.
- The bill created equitable, transparent, and understandable residential property tax valuations by reducing the current disparity between homeowner valuations.
- It moved all taxpayers to not less than 70% of value in 2014, and not less than 85% of value in the following year.
- It created more equitable values for residential property owners and locked in lower values for the long term and senior New Mexico homeowners.

The bill supported the original intent and spirit of the value cap law instituted by Speaker Ben Lujan, which was to ensure that people who have lived in their homes for 10 or 20 years, and especially senior citizens, do not lose their homes because of increases in property valuation.

HB 521 was endorsed by the Realtors Association of New Mexico and by the New Mexico Association of Counties.

**NEW MEXICO ASSOCIATION OF COUNTIES**

**ASSESSOR'S AFFILIATE**

**RESOLUTION NUMBER 2**

**Subject: Disclosure of non-residential sales to Assessor.**

**Affected Affiliates: Assessors**

**Type of change: State-Legislative**

**Impact: Administrative increase to Assessor**

**Submitted as NMAC Priority or Affiliate Initiative (please circle one)    Y    N**

WHEREAS, 7-38-12.1 NMSA 1978 requires transferors or transferees of "residential property" to file an affidavit with the County Assessor disclosing sale price and other related information; and

WHEREAS, "residential property" is defined in the property tax code as real property with dwelling placed on it, and does not include non-residential properties; and

WHEREAS, the Assessor's duty is to appraise and assess all taxable properties, residential and non-residential, fairly and equitably according to its' market value; and

WHEREAS, the best approach in determining the market value of a property is utilizing the "sales comparison approach" which requires the use of sales data; and

WHEREAS, 7-38-12.1 only requires the disclosure of "residential" sales data to the Assessor; and

WHEREAS, without adequate sales data the assessor must rely on other less than reliable approaches to fairly assess non-residential properties.

WHEREAS, agricultural land is not valued at market value and would be excluded; and

WHEREAS, subsurface rights are not valued by the Assessor therefore mineral deeds would be excluded.

NOW THEREFORE BE IT RESOLVED that the New Mexico Association of Counties support legislation that will provide for the disclosure of sales data for all real property except as specifically excluded.

Signed   
Affiliate Chair

Date: 7/18/13

## **DISCLOSURE OF NON-RESIDENTIAL SALES TO ASSESSORS**

**Senate Bill 117**

***Introduced by Senator George Munoz***

***For the Revenue Stabilization & Tax Policy Committee***

***Died on adjournment, in Senate Committee***

Senate Bill 117 would have required affidavits on real property sold in a county to be filed with the County Assessor. The Legislative Finance Committee's Fiscal Impact Report (FIR) commented that the proposed measure would increase information available to assessors, and therefore result in more "current and correct" assessment levels among non-residential properties. Under those circumstances, revenues flowing to various property tax recipients (the state, school districts, and other entities) would be likely to increase, according to the FIR.

**NEW MEXICO ASSOCIATION OF COUNTIES  
COUNTY CLERKS AFFILIATE RESOLUTION 1**

**Brief Title or Subject:** Notice of Liens

<b>Affected NMAC Affiliates and/or County Offices</b>	<b>Governmental Entity / Legislative or Regulatory</b>
County Clerks	State Legislative
<b>Impact on Government Revenues &amp; Finances</b>	<b>Affiliate Initiative or Request NMAC Priority</b>
None	Request NMAC Priority

**WHEREAS**, liens on property are recorded in the office of the County Clerk; *and*

**WHEREAS**, there is currently no requirement to inform a property owner that a lien has been recorded; *and*

**WHEREAS**, a recorded lien clouds the title to the property and inhibits the owner’s ability to maximize use of the value of the property; *and*


**WHEREAS**, oftentimes, property owners are never made aware that a lien has been placed on their property; *and*

**WHEREAS**, giving notice of liens encourages debts to be resolved; *and*

**WHEREAS**, the NMAC Board in 2011 and 2012 approved County Clerk resolutions affirming that the owner of a property should be informed when a lien is recorded; *and*

**WHEREAS**, the County Clerks Affiliate now seeks NMAC Priority status for this issue,

**NOW THEREFORE BE IT RESOLVED THAT** the New Mexico Association of Counties support legislation that would require liens to contain language that notice of the lien was sent to the property owner prior to filing the lien.

Signed:   
Affiliate Chair: **Mario O. Jiménez III**

Date: June 20, 2013

**NEW MEXICO ASSOCIATION OF COUNTIES  
COMMISSIONERS AFFILIATE RESOLUTION NUMBER 2**

**Subject:** Suspension of Medicaid In Lieu of Termination During Incarceration in County Detention Centers

**Affected NMAC Affiliates and/or County Offices:** County Detention Center affiliates in all counties with detention centers

**Type of Governmental Entity (Federal or State) & Whether Legislative or Regulatory**  
State entity through the NM Human Services Department and could be accomplished through legislation or regulatory change

**Impact on Government Revenues & Finances**

This will have a strong positive impact on saving revenues for the county through savings in criminal justice and medical costs. This will allow for people to leave the corrections institution and receive treatment for substance use and mental disorders, which has been demonstrated to result in \$7 in criminal justice savings and \$5 in medical cost savings for every \$1 spent for treatment, which with Medicaid coverage treatment is at no cost to the county.

Submitted as NMAC Priority or Affiliate Initiative (please circle one)

WHEREAS, It is very expensive through law enforcement, criminal justice and incarceration costs to manage people that commit crimes associated with behavior from untreated substance use and mental disorders

; and

WHEREAS, Lack of access to health care after discharge from incarceration, including treatment for substance use and mental health disorders, is a major risk factor for recidivism and for committing crimes in people with untreated substance use and mental disorders

WHEREAS, having Medicaid benefits upon discharge from a county detention center will allow for the inmate to be linked upon discharge to treatment resources for substance use and mental health disorders

; and

Treatment of substance use and mental disorders has been well demonstrated to reduce recidivism, overdose and suicide, and every dollar invested in treatment has been well demonstrated to give a \$7 return in criminal justice savings and a \$5 return in medical savings

WHEREAS, as of January 1, 2014 likely more than 90% of county inmates will be eligible for Medicaid benefits compared to around 10% currently. These Medicaid benefits will be paid for 100% by the federal government for about 90% of inmates, with little cost to the counties except to help inmates sign up for Medicaid using the state's new automated online system in 2014,

; and

*Savings to the counties will be great leveraging federal dollars.*

NOW THEREFORE BE IT RESOLVED THAT, the New Mexico Association of Counties support legislation that would require the suspension of Medicaid in lieu of termination upon incarceration in county detention centers for youth and adults such that: (1) inmates would still have their Medicaid medical benefits upon discharge if they had Medicaid upon admission or (2) be able to apply for Medicaid benefits at any time during their incarceration and if still incarcerated when they receive their benefits have their Medicaid benefits suspended until discharge when they would automatically become active.

Signed

Affiliate Chair

Date:

6/20/13

*Excerpted statement by federal CMS/HSD policy advisor, regarding new Medicaid coverage opportunities available through the Affordable Care Act:*

**. . . incarceration does not preclude an individual from being determined Medicaid-eligible.** (*Emphasis added.*) Inmates are permitted to file an application for Medicaid coverage during the time of their incarceration, and assuming they meet all applicable Medicaid eligibility requirements, may be enrolled in the Medicaid program before, during, and after the period of time spent in the correctional facility. Incarceration does, however, affect the state's ability to claim federal financial participation (FFP). We have previously informed state that this is a payment exclusion only, not an eligibility exclusion, and does not affect the eligibility of the individual inmate for the Medicaid program. States can receive FFP for Medicaid-covered state plan services provided to Medicaid-enrolled inmates, when inmates become inpatients in hospitals, nursing facilities, juvenile psychiatric facilities, or intermediate care facilities. Furthermore, the payment exclusion does not apply when the inmate is paroled, on probation, or on home release, except when the individual reports to the prison for an overnight stay. However, the exclusion does apply where the individual is an inmate awaiting criminal proceedings, penal dispositions, or other involuntary detainment determinations.

**The Centers for Medicare & Medicaid Services (CMS) has a longstanding policy that permits states to establish a process under which a Medicaid-eligible inmate is placed in a suspended eligibility status while the inmate exclusion is applicable.** (*Emphasis added.*) This suspension process prevents the state from erroneously claiming FFP for services furnished to the incarcerated individual, while ensuring that the individual returns to active enrollment when the inmate exclusion no longer applies (absent a redetermination that results in a termination for other reasons). In fact we have informed states that there is no legal basis for terminating the Medicaid eligibility of inmates of public institutions solely on the basis of their status as inmates. The suspension policy provides for continuity of care so that the individual can immediately access covered benefits when the inmate exclusion no longer applies, and enables the state to receive FFP for such benefits. . . .

*Taken from e-mail sent on June 18, 2013 by Marielle Kress MPP, Policy Advisor, Children & Adults Health Programs Group, Center for Medicaid and CHIP Services, Centers for Medicare & Medicaid Services, U.S. Department of Health & Human Services.*

## **PRE-RELEASE MEDICAID BENEFITS FOR INCARCERATED PERSONS**

**Senate Bill 65, 2013 Regular Session  
Introduced by Senator Jerry Ortiz y Pino  
Passed both houses, but was vetoed by the Governor**

### **SUMMARY OF LEGISLATIVE & GUBERNATORIAL ACTION**

The original bill required the Human Services Department, along with correctional facilities, to ensure that incarcerated persons who are eligible for Medicaid, are able to access their Medicaid benefits immediately up release. The Senate Public Affairs Committee substitute added several requirements to the Human Services Department. The bill was finally amended on the Senate floor to expand slightly the affected parties, to include administrators of all facilities confining incarcerated individuals (and therefore to include counties); to strike the exclusion stating that the assessment process cannot take place less than ten days before release; and to require the Human Services Department to suspend but not terminate a Medicaid-eligible individual within the first year of the individual's entry into incarceration.

The Governor's veto message stated that, while she supported the intention of SB 65, it placed an unfunded burden on several state agencies and duplicated existing agreements between several departments. She further stated that the cabinet secretaries of those departments are committed to closing the incarceration benefits loophole, through an administrative process.



**NEW MEXICO ASSOCIATION OF COUNTIES**  
**DETENTION ADMINISTRATORS RESOLUTION 1**

**SUBJECT:** County Correctional Facility Gross Receipts Tax

**AFFECTED AFFILIATES:** Commissioners

**GOVERNMENTAL ENTITY:** Counties - Legislative

**IMPACT ON GOVERNMENTAL REVENUES:** Revenue generating

**SUBMITTED AS:** NMAC priority

WHEREAS, twenty five counties in New Mexico have voted to enact the two one-sixteenth increments of County Correctional Facility Gross Receipts Tax authorized by state law; and

WHEREAS, county detention facilities use the proceeds of this local option tax to operate and maintain local detention facilities, and for many other purposes authorized by state law; and

WHEREAS, county detention facilities have seen a significant increase in detention facility populations since the County Correctional Facilities grt was expanded in 2004; and

WHEREAS, the resulting cost to county government is, in many counties, the most significant part of the county budget;

NOW THEREFORE BE IT RESOLVED, THAT the New Mexico Association of Counties supports legislation that would increase the County Correction Facility Gross Receipts Tax from two to four increments of one-sixteenth of one percent, resulting in a maximum tax of one fourth of one percent.

Signed  6.20.13  
Detention Administrators Chair

Signed  6/20/13  
Affiliate Chair

See third page for description of County Correctional Facility Gross Receipts Tax

COUNTY GROSS RECEIPTS TAX (GRT) LOCAL OPTION INCREMENTS

The county gross receipts taxes are collected at the same time and in the same manner as the state gross receipts. The local option tax rate changes are combined with the state gross receipts tax rate and incorporated into the gross receipts tax rate schedule that is revised and provided to the taxpayers every six months. The Enactment Date Table is posted on the Taxation & Revenue Department website: <http://www.tax.newmexico.gov/Tax-Library/For-Governments/Municipal-and-County-Governments/Pages/Enactment-Date-Tables.aspx>

Excerpted from County Gross Receipts Tax Local Options, published by the NM Taxation & Revenue Department, Revised June 2013.

DESCRIPTION & IMPOSITION, BY COUNTY, AS OF JULY 1, 2013

NAME OF TAX, PURPOSE, & INCREMENTS AUTHORIZED Unless otherwise noted, all increments are imposed countywide.	STATUTES & COUNTIES IMPOSING TAX
COUNTY GROSS RECEIPTS TAX	7-20E-9 through 7-20E-11
First 1/8 % (general purpose and/or county road fund	All counties
Second 1/8 % (county indigent patients)	All counties but Harding & Socorro
Third 1/8 % (general purpose)	24 counties
Fourth 1/16 % (general purpose)	22 counties
COUNTY INFRASTRUCTURE GROSS RECEIPTS TAX	7-20E-19
General purposes, waste/wastewater facilities, jails, economic development, etc.	
First 1/16 %	10 counties
Second 1/16 %	10 counties

<b>COUNTY CAPITAL OUTLAY GROSS RECEIPTS TAX</b>	<b>7-20E-21</b>
Building & infrastructure projects, payment of revenue bonds for infrastructure	
First 1/16 %	6 counties
Second 1/16 %	6 counties
Third 1/16 %	6 counties
Fourth 1/16 %	6 counties
<b>COUNTYWIDE/COUNTY AREA EMERGENCY COMMUNICATIONS &amp; EMERGENCY MEDICAL &amp; BEHAVIORAL HEALTH SERVICES GROSS RECEIPTS TAX</b>	<b>7-20E-22</b>
Eligibility contingent on having emergency communications center and/or behavioral health services facility. May be imposed countywide or outside incorporated areas only.	
First 1/16 %	12 counties (Dona Ana votes on 07/30)
Second 1/16 %	12 counties
Third 1/16 %	10 counties
Fourth 1/16 %	9 counties
<b>COUNTY EDUCATION GROSS RECEIPTS TAX</b>	<b>7-20E-20</b>
For payment of county education GRT bonds for public school capital projects & off-campus program capital projects. Only Taos county is authorized.	
One 1/2 % increment	Taos
<b>COUNTY HEALTH CARE GROSS RECEIPTS TAX</b>	<b>7-20E-18</b>
Must be dedicated to the state's county-supported Medicaid Fund	
First 1/16 %	16 counties
Second 1/16 % is available only to counties w/ populations over 500,000.	Bernalillo
<b>LOCAL HOSPITAL GROSS RECEIPTS TAX</b>	<b>7-20C-1 through 7-20C-17</b>
Four 1/8 % increments to pay principal & interest on revenue bonds for acquisition of land or buildings for hospital or healthcare facilities. Authorized for 14 counties; only 5 have imposed it.	
First 1/8 %	Cibola, Quay, Roosevelt, San Juan, Union
Second 1/8 %	Cibola, Quay, Roosevelt, Union
Third 1/8 %	Cibola, Quay, Roosevelt
Fourth 1/8 %	Cibola, Quay, Roosevelt

<b>COUNTY HOSPITAL EMERGENCY GROSS RECEIPTS TAX</b> To design & construct a county hospital facility, acquire land or buildings, or repay bonds or loans for acquiring, equipping, remodeling, or improving county hospital or health facility. One ¼% increment	7-20E-12.1
	Hidalgo & Sierra
<b>SPECIAL COUNTY HOSPITAL GROSS RECEIPTS TAX</b> For operations & maintenance of hospital for care of sick & indigent persons (Quay) & county ambulance transport or rural health clinic costs (Luna). One 1/8 % increment	7-20E-13 & 7-20E-14
	Quay and Luna
<b>COUNTY CORRECTIONAL FACILITY GROSS RECEIPTS TAX</b> Originally for purchasing & constructing jails; expanded to include operating detention facilities & transportation of prisoners. No election required but voters may petition for an election to approve or disapprove. First 1/16 % Second 1/16%	7-20-F-1 through 7-20F-12
	26 counties
	26 counties
<b>COUNTY ENVIRONMENTAL SERVICES GROSS RECEIPTS TAX</b> For acquiring, constructing, operating & maintaining solid waste, water, wastewater, sewer, & other systems. Imposed <u>only</u> on businesses outside incorporated municipalities. One 1/8 %	7-20E-17
	29 counties
<b>COUNTY FIRE PROTECTION SERVICES EXCISE TAX</b> For operational expenses (no salaries), ambulance services, capital outlay costs of independent fire districts or county ambulance services. Imposed only on businesses outside incorporated municipalities. Increment can be either 1/8 or ¼ %. All imposing counties have enacted ¼ %.	7-20E-15 & 7-20E-16
	21 counties
<b>COUNTY REGIONAL TRANSIT GROSS RECEIPTS TAX</b> For purposes authorized in the Regional Transit District Act. County must be member of a regional transit district; all counties in district must elect to enact the tax. Four 1/16 % increments All counties appear to have enacted the first 2 increments only.	7-20E-23
	Bernalillo, Los Alamos, Rio Arriba, Sandoval, Santa Fe, & Taos counties

<b>COUNTY QUALITY OF LIFE GROSS RECEIPTS TAX</b> To promote & expand cultural programs Four 1/16 <sup>th</sup> % increments	7-20E-24
	No counties (Village of Cuba has enacted)
<b>COUNTY REGIONAL SPACEPORT GROSS RECEIPTS TAX</b> County must be a member of a regional spaceport. At least 75 % is for a regional spaceport district financing, planning, designing, engineering, constructing, and/or projects of the district. First & second 1/16 % increments	7-20E-25
	Dona Ana & Sierra counties
<b>COUNTY WATER &amp; SANITATION GROSS RECEIPTS TAX</b> If board of directors of water & sanitation district approves a resolution, county must impose the tax on persons engaged in business in the district. One ¼ % increment	7-20-E-26
	No counties
<b>COUNTY BUSINESS RETENTION GROSS RECEIPTS TAX</b> To retain local businesses in the county, by reducing the impact to the State General Fund of gaming tax lost to the state because of reduced economic activity in the county. May be imposed only by a county containing gaming operator licensees that are racetracks (racinos). Four 1/16 % increments	7-20E-27
	Lincoln county (enacted 2011; expires 2015)
<b>COUNTY HOLD HARMLESS GROSS RECEIPTS TAX</b> County may designate specific purpose, including but not limited to police or fire protection, public transportation or street repair and maintenance. Three 1/8 % increments; no voter referendum or petition	Enacted in 2013; no counties have yet imposed.

Data sources: New Mexico Department of Taxation & Revenue  
County Gross Receipts Tax Local Options, revised June 2013  
Enactment Dates of Local Option Taxes, as of July 1, 2013

Prepared by Tasia Young, Lobbyist  
New Mexico Association of Counties  
tyoung@nmcountries.org; 505-469-6409  
updated 07/30/13

**NEW MEXICO ASSOCIATION OF COUNTIES  
TREASURERS' AFFILIATE – RESOLUTION #1**

**COUNTY TREASURERS AS AGENTS OF PTD IN RECEIVING PAYMENTS ON INSTALLMENT AGREEMENTS**

Affected NMAC Affiliates and/or County Offices: Assessors, Managers, Commissioners

Type of Governmental Entity: State Legislative

Impact on Government Revenues and Finances: Increased efficiency of collection of delinquent taxes for local and state taxing entities.

Submitted as NMAC Priority.

WHEREAS, NMSA 7-38-62 instills the responsibility and exclusive authority on the Tax and Revenue Department to collect delinquent taxes showing on the tax delinquency list; And

Whereas, PTD enters into installment agreements with delinquent tax payers as a means to collect those taxes; AND

WHEREAS, New Mexico County Treasurers acknowledge the tracking of payments, the filing of injunctions and liens related to missed payments, and the enforcement of installment agreements, is a function that should remain under the authority, control and within the jurisdiction of the Property Tax Division and the Legal Services Bureau of the Tax and Revenue Department ; AND

WHEREAS, payments by delinquent taxpayers to the PTD creates an unnecessary, confusing and inefficient third tier of government to which taxpayers are required to make payments ; AND

WHEREAS, the public's right to have updated and accurate information at the local level is compromised by the payment by delinquent tax payers to the state level where it is retained and not distributed for up to three years; AND

WHEREAS, county treasurers are equipped with resources, policies, and procedures already in place by which they are able to distribute payments received on behalf of Property Tax Division to them on a monthly basis, enabling the department to perform the necessary enforcement, negotiation, and tracking of all installment agreements;

NOW THEREFORE BE IT RESOLVED THAT the New Mexico Association of Counties supports legislation that would amend State Statute 7-38-62 to authorize County Treasurers to receive all payments of property taxes, including for those properties that have been turned over to the Property Tax Division for collection and been placed on installment agreements.

Signed: Catherine Prother  
Chairman, Treasurers Affiliate

6-20-13

7-38-62. Authority of department to collect delinquent property taxes after receipt of tax delinquency list; use of penalties, interest and costs.

After the receipt of the tax delinquency list, the department has the responsibility and exclusive authority to take all action necessary to collect delinquent taxes shown on the list. This authority includes bringing collection actions in the district courts based upon the personal liability of the property owner for taxes as well as the actions authorized in the Property Tax Code [Articles 35 to 38 of Chapter 7 NMSA 1978] for proceeding against the property subject to the tax for collection of delinquent taxes. Payment of delinquent taxes listed and any penalty, interest or costs due in connection with those taxes shall be made to the department if occurring after the receipt by the department of the tax delinquency list; however, the department may authorize county treasurers to act as its agents in accepting payments of taxes, penalties, interest or costs due. Penalties, interest and costs due received by the department under this section shall be retained by the department for use, subject to appropriation by the legislature, in the administration of the Property Tax Code.

**History:** 1953 Comp., § 72-31-62, enacted by Laws 1973, ch. 258, § 102; 1990, ch. 22, § 5.

**NEW MEXICO ASSOCIATION OF COUNTIES**

**TREASURERS AFFILIATE RESOLUTION 2**

**Subject:** Clarification of Delinquent Property Tax List Definition

**Affected NMAC Affiliates:** Assessors, Commissioners, Managers

**Affected Governmental Entity:** State Legislative

**Impact on Governmental Revenues & Finances:** Increase in collecting taxes, penalty, and interest, for state and local taxing entities

**Submitted as NMAC Priority**

WHEREAS, state statute 7-38-61 NMSA 1978 requires County Treasurers to prepare by July 1 of each year, a property tax delinquency list of all real property for which taxes have been delinquent for more than two years and to transfer those properties to the Property Tax Division (PTD) of the New Mexico Taxation and Revenue Department (TRD) for collection; and

WHEREAS, state statute 7-38-62 NMSA 1978 authorizes PRD to collect the delinquent property taxes on the list and to retain penalty, interest, and costs due; and

WHEREAS, clarification in the interpretation of these statutes is needed, to assist County Treasurers, state agencies, software companies, delinquent taxpayers, and the general public; and

WHEREAS, County Treasurers define the tax delinquency list used in 7-38-61 and 7-38-62 NMSA 1978, as the current annual list; and

WHEREAS, PTD believes that there is no provision that allows TRD to permanently stop the collection process against a property, until all delinquent taxes, penalties, interest, and costs have been paid, or the property has been sold; and

WHEREAS, many properties are not sold if taxpayers are making partial payments toward taxes owed;

NOW THEREFORE BE IT RESOLVED THAT, the New Mexico Association of Counties supports legislation that would clarify the responsibility of County Treasurers and the Property Tax Division, so that if a delinquent property does not appear on the most recent delinquent property tax list, that property reverts back to the County Treasurer for collection, and the penalty and interest collected is distributed to the county.

Signed: Catherine Prother  
Chairman, Treasurers Affiliate

6-20-13



7-38-61. Real property taxes delinquent for more than two years; treasurer to prepare delinquency list; notation on property tax schedule.

A. By July 1 of each year, the county treasurer shall prepare a property tax delinquency list of all real property for which taxes have been delinquent for more than two years. The tax delinquency list shall contain the information and be in a form prescribed and submitted by the date required by department regulations. The county treasurer shall record the tax delinquency list in the office of the county clerk. There shall be no recording fee for recordation of the tax delinquency list. The updated final property tax sale list shall be recorded with the office of the county clerk the day following the sale of the property. There shall be no recording fee for recordation of the final property tax sale list.

B. The county treasurer shall make a notation on the property tax schedule indicating that the account has been transferred to the department for collection at the time the tax delinquency list is mailed to the department.

**History:** 1953 Comp., § 72-31-60, enacted by Laws 1973, ch. 258, § 100; 1977, ch. 177, § 1; 1980 ch. 100, § 1; 1978 Comp., § 7-38-60, recompiled as 1978 Comp., § 7-38-61 by Laws 1982, ch. 28, § 22; 1997, ch. 124, § 2.

7-38-62. Authority of department to collect delinquent property taxes after receipt of tax delinquency list; use of penalties, interest and costs.

After the receipt of the tax delinquency list, the department has the responsibility and exclusive authority to take all action necessary to collect delinquent taxes shown on the list. This authority includes bringing collection actions in the district courts based upon the personal liability of the property owner for taxes as well as the actions authorized in the Property Tax Code [Articles 35 to 38 of Chapter 7 NMSA 1978] for proceeding against the property subject to the tax for collection of delinquent taxes. Payment of delinquent taxes listed and any penalty, interest or costs due in connection with those taxes shall be made to the department if occurring after the receipt by the department of the tax delinquency list; however, the department may authorize county treasurers to act as its agents in accepting payments of taxes, penalties, interest or costs due. Penalties, interest and costs due received by the department under this section shall be retained by the department for use, subject to appropriation by the legislature, in the administration of the Property Tax Code.

**History:** 1953 Comp., § 72-31-62, enacted by Laws 1973, ch. 258, § 102; 1990, ch. 22, § 5.

This Page  
Intentionally  
Left Blank



**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Department Head:** Steven Gonzales – Fire Chief  
**Individual Making Request:** Steven Gonzales – Fire Chief  
**Presentation at Meeting on:** September 4, 2013  
**Date Submitted:** 8/21/2013  
**Title of Request:** VC Fire Captain

---

**Action Requested of Commission:**

The Fire Service is requesting the commission to approve a budget adjustment resolution to create the position of Fire Captain in the budget.

**Information Background and Rationale**

The new Fire Service requirements for the ISO program require that Fire Departments have a Fire Education, Fire Prevention, Fire inspection and Fire investigation program. This duty is to be carried out by the Fire Marshal's Office. The Captains position will assist the Fire Service in the carry out of daily operations, assist with investigations / inspections and carry out logistical needs of the service.

**What is the Financial Impact of this Request?**

The Captains position will need to be created from General Fund @ 17.00 per hour. I would request that this position be an exempt salaried employee, due to this position being subject to call after normal business hours in the event of an emergency.

**Legal:**

NMSA 1978, Section 4-38-19 (A) (1973) provides in pertinent part that "[a] board of county commissioners may set the salaries of such employees and deputies as it feels necessary to discharge the functions of the county [ ]." It is within the Board's discretion whether or not to fund the position requested, taking into account factors such as the need for the position and general County budgetary constraints. If the position is funded, employee selection will be made according to the procedures set forth in the Valencia County Personnel Policy. (Adren Nance)

**Finance:**

The commission will need to consider a budget adjustment associated with this request as it is not budgeted for FY14. The total cost of this position is \$17.00/hr x 2080= \$35,360 plus benefits of approximately \$8,500 which is a total cost of \$43,860. (Nick Telles)



## VALENCIA COUNTY JOB DESCRIPTION

*The following statements are intended to describe the general nature and level of work being performed. They should not be considered an exhaustive list of all responsibilities, duties and competencies required in the position.*

JOB TITLE: Fire Captain  
DEPARTMENT: Fire Services  
JOB CODE:  
PAY STATUS: FLSA Exempt  
CLASSIFICATION: Classified  
PAY RANGE: \$17.00 per hour

**Please read and follow all the information and instructions we have enclosed very closely.**

### **JOB SUMMARY:**

This position supervises the assigned shift personnel. This position also provides a range of services designed to protect the lives and property of the citizens of Valencia County from adverse effects of fires, sudden medical emergencies or exposure to dangerous conditions created by either man or nature, under the supervision of the County Fire Administration. This position will serve in a probationary capacity for six months from the date of hire.

### **DUTIES AND RESPONSIBILITIES:**

- Performs all duties and activities listed under the Firefighter / EMT job description
- Plans, Coordinates, supervises and evaluates fire and ems operations.
- Develops policy and procedure for fire and ems personnel in order to implement directives from the County Fire Chief, or the Count Administration and/or Board of County Commissioners.
- Responsible for day to day shift operations.
- Assumes the responsibility for the shift and is responsible for decision making to his/her ability and authority (This is essential in the event that superior line officers are unavailable.)
- Organize and supervise daily routine work at the fire house and ensure productivity.
- Develop guidelines to how their shift will operate.
- The Fire Captain has the authority to conduct and carry out disciplinary action per the parameters of Valencia County personnel policy.
- Responsible for ensuring that all staff is up to date with training and capable of performing their duties.
- Plans and implements Fire and EMS programs in order to better carry out policies and goals.
- Responsible for organizing, preparing, and submitting orders needed for the field.
- Responds to alarms and acts as the Incident Commander until relieved of command by a superior officer
- Properly report any accidents, injuries, and exposures to the Fire Chief

VALENCIA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

- Must acquire and retain a thorough knowledge of Valencia County including streets, buildings, water supply etc.
- Coordinates training events within the department, other department/agencies, or the public.
- May be assigned to act as the training or safety officer by the Fire Chief or designee.
- Enforces fire safety and prevention ordinances such as open burning, or fireworks.
- Conducts departmental in-service training activities for career members.
- Maintains departmental discipline, conduct, and general behavior of assigned personnel in accordance with Valencia County Emergency Services and Valencia County Personnel Policy.
- Develops goals for their shift and keeps a running report on progression of those goals.
- Submits a weekly shift report of activities and tasks completed.
- May be assigned as a field training officer, to train and develop new personnel.
- Performs administrative duties as needed.
- Attend Training, conferences, and meetings to keep abreast of current trends in the field
- Prepares and compiles data and information regarding budget requests and submits them to the Fire Admin office.
- Performs tasks to assist in the FMO office (Pre-plans, Inspections, Investigations, etc.)

**MINIMUM EDUCATION AND EXPERIENCE REQUIRED:**

- Must be a United States citizen and possess a High School Diploma or GED Certificate.
- Must be at least 18 years of age.
- Must have and maintain a valid NM driver's license class E or A within ten days of employment (or equivalent).
- Have a good driving record to meet the County of Valencia driving requirements.
- An honorable discharge from any military service, if served in the military.
- Skill to train and supervise subordinate personnel
- Skill to give and receive verbal and written instruction
- Able to establish and maintain effective working relationships with other employees, supervisors, and the public.
- Must have and maintain good moral and ethical character.

**PREFERRED KNOWLEDGE, SKILLS AND ABILITIES:**

- Ability to perform daily duties with moderate supervision following established procedures, guidelines and deadlines. Depending on experience, may make decisions in non-routine situations requiring judgment.
- Ability to maintain strict confidentiality of inner department functions and practices.
- IFSAC Fire Inspector / Investigator
- IFSAC Firefighter II
- IFSAC Fire Officer II
- IFSAC Fire Instructor II
- EMS Instructor Coordinator

**LICENSURES AND CERTIFICATIONS REQUIRED:**

VALENCIA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

- Must have a New Mexico EMT certification (at least Basic) at time of conditional job offer. (Must obtain Intermediate Level within 1 year)
- Must have a certification in firefighting at the level of Firefighter 2 (IFSAC certified).
- Must have a valid NM driver's license class E or A within ten days of employment (or equivalent).

**OTHER CONDITIONS OF EMPLOYMENT:**

- Ability to perform essential functions and adapt to working conditions.
- No history or pattern of reckless driving, DWI/DUI or irresponsible driving in the last three years.
- No history of felony misdemeanor conviction involving moral turpitude, violence, distribution of controlled substance or dishonesty.
- Must undergo a background investigation.
- Must successfully pass a written exam, physical agility test, and an oral interview.
- Must have no convictions in any court of theft, driving while intoxicated, any controlled substance charges, a major moving violation, or three minor violations within the last 3 years.

**WORKING CONDITIONS:**

Position functions 50% in an office environment with no notable adverse environmental conditions factors and 50% outside in all types of weather conditions and varied environments involved in emergency response. Protective clothing/devices used include: hearing protection, biohazard protection (safety goggles, face mask, latex gloves). Frequent use of a personal computer requiring hand coordination, motor skills, talking, hearing and strong visual acuity sufficient to perform essential job functions. Occasional bending, stooping, kneeling, reaching above and below shoulder level and lifting EMS and fire equipment/supplies up to 80 lbs

**PRE-EMPLOYMENT REQUIREMENTS:**

- 1) Interview
- 2) Criminal record check
- 3) General employment background check
- 4) Have a good driving record to meet the County of Valencia driving requirements.
- 5) Must successfully pass a written exam, physical agility test, and an oral interview.
- 6) Must pass a medical exam and drug screen test that meets physical requirements set forth by the NFPA guidelines 1582 and the County of Valencia.

I hereby affirm that I have received a copy of the position specifications listed above; I acknowledge that it is my responsibility to familiarize myself with the duties and expectations of the position described.

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Implementation: August 2013

VALENCIA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

---

This Page  
Intentionally  
Left Blank

---



**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Department Head: Jacobo Martinez**

**Individual Making Request: Tome/Adelino CAC (Jacobo Martinez0**

**Presentation at Meeting on: September 4, 2013**

**Date Submitted: August 26, 2013**

**Title of Request: Tome/Adelino Community Plan**

---

**Action Requested of Commission:**

A consideration to publish the title and a general summary of the Tome/Adelino Community Plan in a newspaper of general circulation in the county at least once a week for two consecutive weeks.

**Legal Description:**

**Information Background and Rationale**

**Summary**

Tomè/Adelino Land Use Plan is both a technical document and a testament to Tomè/Adelino and the people who live there. Community members expressed a need for this plan due to negative changes taking place within the community, including a loss of agricultural land, increasing traffic due to population growth on the mesa, economic development out of place with the community character, and an increase in design elements that did not reflect the history and character of Tomè/Adelino.

**Plan Purpose**

In the 2005 Valencia County Comprehensive Plan, Goal B establishes the need to protect and enhance the distinctive identities of the unincorporated communities and subregions within the County. The objectives to meet this goal include:

- Objective B-1: Designate "County Communities" as special planning areas with distinctive levels of development and unique local characteristics.
- Objective B-2: Protect the integrity of traditional historic communities as well as established, master planned developments.
- Objective B-3 Identify sensitive areas in the County and regulate development to achieve environmental, cultural, or natural resource protection.



- Objective B-4 Preserve the rural character of the Rio Grande valley by regulating land use to protect agricultural lands, maintain low density development, and promote open space.

In conjunction with these goals, this plan is comprised of the articulated visions of Tomè/Adelino residents.

### **Planning Process**

This plan completes a six (6) month process during a moratorium on commercial development imposed by the County. During this process, public participation was a top priority. Over the course of this effort, public input was obtained through the formation of a community advisory council that held public meetings in the evenings once a week and created brochure and a survey/questionnaire that was sent out to 1,351 land owners within the planning boundary. Throughout the public participation process, the community expressed concerns that were documented and categorized. These categorized concerns included Agriculture/Open Space and Sense of Place. Owners of the property that will be directly impacted were invited to express their views of the plan.

From these categorized concerns, the planning team researched and presented specific issues to the public. After lengthy discussion of the issues, the community advisory council developed policy options. The strategies used to address the issues in this community plan include maintaining Rural Residential and Agricultural zoning categories that work for the goals and developing two new zoning categories in place of the C-1 and C-2 zoning categories:

- Historic Commercial Overlay Zone (HCOZ)
- Cerro de Tomè Zone (CdTZ)

The zoning categories that currently in place and work to meet the goals of this plan are:

- Rural Residential Zone
- Agricultural Preservation

Attached is the zoning language to be published.

### **What is the Financial Impact of this Request?**

N/A

### **Legal:**

The County's Zoning Ordinance provides that Legislative Amendments to the Zoning Chapter "be made only by the Commission after review and recommendation, and after a public hearing has been held by the Commission, pursuant to NMSA § 3-21-14, as the same may be amended from time to time." Section 154.060. Such changes must also be made in accordance with NMSA § 3-21-14, which provides that "[a] majority of the board members may order publication of the title and a general summary of a proposed ordinance in a newspaper of general circulation in the county at least once a week for two consecutive weeks prior to the date of the meeting of the board at which the ordinance is to be submitted for final passage. The date of the meeting shall be included in the published notice. The style and form of the ordinance shall be determined by the board." The direction of the publication of the title and general summary of the proposed ordinance once a week for two consecutive weeks is the first step in the Board's

consideration of the Legislative Amendment to the Zoning Chapter. The Board, Administration, and the public will have an opportunity to propose revisions to the draft Legislative Amendment to the Zoning Chapter both through this process and during the public hearing to be held on this process, and the Board will consider the final draft Amendment for adoption on the date publicized in the hearing notice. David Pato.

**Finance:**

There is no substantial financial impact to Valencia County. *(Nick Telles)*

---

---

This Page  
Intentionally  
Left Blank

---

---



**VALENCIA COUNTY**  
**Board of County Commissioners**  
**Agenda Request Form**



**Department Head:** Bruce Swingle  
**Individual Making Request:** Bruce Swingle  
**Presentation at Meeting on:** September 4, 2013  
**Date Submitted:** August 26, 2013  
**Title of Request:** Consideration to approve Resolution for Benefits of Appointed Officials

---

**Action Requested of Commission:**

Consideration to approve a resolution for benefits of appointed officials

**Information Background and Rationale**

Current county practice is to allow appointed officials such as the Assessor, Clerk and Treasurer's chief deputy's and the Sheriff's undersheriff and executive assistant to accrue sick and annual leave. These positions are authorized by statute and work at the pleasure of the elected official and therefore accrual of leave is not necessary. These positions can take off at any time the respective elected official deems necessary without impacting their salary.

It is recommended that the county compensate the current appointed officials for the leave they have accrued to date and terminate the practice of allowing these officials to bank leave.

**What is the Financial Impact of this Request?**

The county should compensate the appointed officials for the leave they have banked to date. The projected cost for reimbursing all appointed officials for banked leave is \$9,384.56.

**Legal:**

Generally, the proposed resolution merely re-states NM Law as to the status of appointed officials, they are not employees under the Commission but instead serve under their respective elected officials. Appointed Officials are terminable-at-will at the discretion of the Elected Officials and do not have a right of continued employment. The resolution also re-states the amounts budgeted for those positions. However, the resolution does modify the County's past practice of allowing Appointed Officials to accumulate sick and annual leave. Sick and annual leave are benefits provided by the personnel policy for employees who fall under the authority of the County Commission and are required to utilize leave for time away for work. Since, Appointed Officials are not under the Commission and are not required to request leave for absences through Administration, it is not a good practice to allow such employees to accumulate sick and annual leave. Modifying this practice would align the County with the prevailing NM County trend and simplify the payroll process for those employees. Nevertheless, it is advisable to compensate the officials for whatever leave they have



**VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION 2013-\_\_\_\_**

**BENEFITS OF APPOINTED OFFICIALS**

**WHEREAS**, the Board of County Commissioners of Valencia County met in a regularly scheduled meeting on September 4, 2013 at the Valencia County Administration 444 Luna Ave., Los Lunas, New Mexico; and,

**WHEREAS**, NMSA 1978, Section 10-1-13 (C) (2012) provides in pertinent part that “[e]ach county officer shall appoint a deputy or clerk, as allowed by law, who shall take the oath of office required of the appointing county officer and shall receive salary as provided by law;” and,

**WHEREAS**, NMSA 1978, Section 4-41-5 (1975) provides that “[t]he sheriffs in all the counties of this state shall have power to appoint deputies, who shall remain in office at the pleasure of such sheriffs; except that in counties which have established a merit system by ordinance, the provisions of the ordinance shall control the demotion and discharge of deputies and other employees of the sheriff’s office, except for one under-sheriff and an executive secretary, both of whom shall hold exempt positions;” and,

**WHEREAS**, the Board of County Commissioners has adopted Ordinance 2006-05 allowing for established Personnel Rules and Regulations duly adopted by Resolution which further the intent of the Ordinance; and,

**WHEREAS**, Resolution 2006-20, as authorized by Ordinance 2005-05, the Valencia County Personnel Policy recognizes the Undersheriff, the Sheriff’s Executive Secretary and chief deputies of elected officials are appointed by the respective elected officials and not subject to its terms; and,

**WHEREAS**, in order to provide clear guidance to County Administrative Personnel & Payroll Staff the Board of County Commissioners has determined that it is necessary, to clarify and restate the conditions of employment and the salary & benefits afforded to Undersheriff, the Sheriff’s Executive Secretary and chief deputies of elected officials.

**NOW, THEREFORE, BE IT RESOLVED**, by the Valencia County Board of Commissioners that:

1. The Undersheriff, the Sheriff's Executive Secretary and chief deputies of elected officials (hereinafter referred to as "Appointed Officials") may be appointed at the sole discretion of the respective elected official and are terminable at will.
2. The Appointed Officials are FLSA Exempt positions, do not accumulate sick or annual leave and are required to work at time, place and manner directed by their respective elected official.
3. Appointed Officials must participate in PERA and are subject the all federal and state wage withholding requirements.
4. The salaries of the Appointed Officials shall be as follows:
  - a. Undersheriff: 75% of the Sheriff's salary.
  - b. Chief Deputy Assessor: 75% of the Assessor's salary.
  - c. Chief Deputy Clerk: 75% of the Clerk's salary.
  - d. Chief Deputy Treasurer: 75% of the Treasurer's salary.
  - e. Sheriff's Executive Secretary: \_\_\_\_\_

**APPROVED, ADOPTED, AND PASSED** on this 4<sup>th</sup> day of April, 2013.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Charles D. Eaton  
Chairman, District IV

\_\_\_\_\_  
Alicia Aguilar  
Vice-Chair, District II

\_\_\_\_\_  
Mary J. Andersen  
Commissioner, District I

\_\_\_\_\_  
Lawrence R. Romero  
Commissioner, District III

\_\_\_\_\_  
Jhonathan Aragon  
Commissioner, District V

Attest:

\_\_\_\_\_  
Peggy Carabajal, County Clerk

---

This Page  
Intentionally  
Left Blank

---



**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



<b>Department Head:</b>	<b>Joe Chavez</b>
<b>Individual Making Request:</b>	<b>Cynthia Ferrari</b>
<b>Presentation at Meeting on:</b>	<b>8/21/13</b>
<b>Date Submitted:</b>	<b>8/3/13</b>
<b>Title of Request:</b>	<b>Approval of New Day contract</b>

---

**Action Requested of Commission:**

Approval of **Contract New Day** for FY'14 in the amount of \$38,481.00 with 2 originals signed.

**Information Background and Rationale**

This contract will allow the **New Day** to continue providing RAC services to the youth and families of Valencia County. The cost of these services will be paid for by the JJAC grant funds.

**What is the Financial Impact of this Request?**

There is no financial impact to the county.

**Legal:**

This program is of substantial value to the County, as it utilizes CYFD funding to provide detention alternatives for juveniles, saving the County well over \$100 per juvenile per day diverted from detention. The contract sum falls within the increased small purchase limit established by the Board in its revision to Section 16.3.1 of its purchasing regulations, which increased the small purchase limit to \$50,000.00. David Pato.

**Finance:**

This item is not budgeted in FY14 and will need a budget adjustment request. *(Nick Telles)*



## VALENCIA COUNTY

PROFESSIONAL SERVICES CONTRACT  
#VCP-FY13-010  
VCJJB Reception Assessment Services

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Valencia County, State of New Mexico, hereinafter referred to as the "County" and New Day whose address is 1330 San Pedro NE Suite 201-B, Albuquerque, NM 87110, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent, the Valencia County Manager and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

Based upon the County of Valencia receiving and administering funds from the New Mexico Children, Youth and Families Department to develop programs/services which provide non-secure alternatives to detention for juvenile offenders in Valencia County, the Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

**2. Compensation.**

A. The County shall pay to the Contractor in full payment for services satisfactorily performed \$29.31 (twenty nine dollars and thirty one cents) per hour for RAC Specialist's actual time worked based on Contractor providing up to thirty (30) hours of service per week. Such compensation shall include New Mexico Gross Receipts Tax, mileage, salaries, JIFF, phone internet and all other expenses.

The total amount payable under this Agreement, including New Mexico Gross Receipts Tax and all expenses shall not exceed thirty eight thousand four hundred and eighty one dollars (\$38,481.00). The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than

fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

E. The annual budget is attached hereto as Attachment 2 and incorporated herein by reference.

**3. Term.**

This Agreement shall become effective September 1, 2013 and shall terminate on June 30, 2014 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Valencia. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Valencia as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Valencia unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Valencia from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Valencia and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to

discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

**20. Disclaimer and Hold Harmless.**

The Valencia County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Valencia County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Valencia County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Valencia from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as

soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Valencia and the New Mexico Association of Counties by certified mail.

**22. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**25. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**26. Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

**27. Survival.**

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

**28. Succession.**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

**29. Force Majeure.**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**30. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

**31. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Valencia County Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**32. Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**33. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.



**34. Order of Precedence.**

In the event of any conflict among contract documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself.

**35. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, the County of Valencia against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Valencia based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Valencia for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Valencia shall:

- 1) give the contractor prompt written notice of any claim;
- 2) allow the contractor to control the defense or settlement of the claim; and
- 3) cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- 1) provide a procuring agency of the County the right to continue using the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or
- 3) accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.


**36. Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County:        Bruce Swingle, County Manager  
                              PO Box 1119  
                              Los Lunas, NM 87031

To the Contractor: New Day  
1330 San Pedro NE, Suite 201-B  
Albuquerque, NM 87110

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By:   
Contractor

Date: 8-13-13

Printed Name: Steve Johnson

Address: 1330 San Pedro NE. ABQ, NM 87110

By: \_\_\_\_\_  
Valencia County Manager

Date: \_\_\_\_\_

Printed Name: Bruce Swingle

Address: P.O. Box 1119, Los Lunas, NM 87031

By: \_\_\_\_\_  
Valencia County Purchasing Agent

Date: \_\_\_\_\_

Printed Name: Michael C. Vinyard

Address: P.O. Box 1119, Los Lunas, NM 87031

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF VALENCIA**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
**Charles D. Eaton**  
**Chairman, District IV**

\_\_\_\_\_  
**Alicia Aguilar**  
**Vice-Chair, District II**

\_\_\_\_\_  
**Mary J Andersen**  
**Commissioner, District I**

\_\_\_\_\_  
**Lawrence Romero**  
**Commissioner District III**

\_\_\_\_\_  
**Jhonathan Aragon**  
**Commissioner, District IV**

**Attest:**

\_\_\_\_\_  
**Peggy Carabajal, County Clerk**

## **Attachment 1**

### **Scope of Work**

Reception Assessment Center (RAC) is a detention diversion program. It is designed to provide law enforcement an alternative to incarceration for youth who have been detained for low level misdemeanor or felony offenses. The goal is to intervene swiftly and connect youth and their family to community resources to prevent further involvement with the juvenile justice system. Law enforcement officers who have detained youth for low level offenses will bring them to the RAC.

In furtherance of the goals set forth above, the Contractor shall provide Reception and Assessment Services as a means of detention diversion to Valencia County. RAC offices located in Valencia County shall be open 30 or more hours per week, unless otherwise approved in advance by Valencia County or its authorized representative. Specific times the offices shall be open will be negotiated with the Juvenile Justice Board and Coordinator. At a minimum:

1. RAC staff shall accept youths, allowing return of the officers to the field,
2. RAC staff shall work with the youths to complete a functional assessment which covers their current status in school, home, family and community. This includes peer influences, feelings, self-harm potential, substances use, etc.,
3. Contractor shall share this assessment with the family when they receive or pick up a youth. A Caregiver Assessment may also be completed. Based on the findings, families may be offered follow-up services to help them meet any identified needs,
4. RAC staff shall contact families over the next 30 days to check if they were able to access services and see if they need any further assistance,
5. RAC shall pick up and transport youths to New Day Shelter or other locations as Contractor deems appropriate,
6. RAC staff shall be on call for emergency situations. Hours spent working on responses to emergencies will be deducted from the weekly 30 hours required,
7. RAC staff shall schedule and supervise jail tours for youths and family members, as appropriate, for diversionary educational purposes,
8. RAC staff shall assist with truancy issues as may be requested by the Executive Board, and
9. RAC services shall be available at the New Day Shelter 24 hours per day, 365 days per year. New Day has 16 shelter beds available 24 hours per day, 365 days a year to youth served by the RAC program. If the shelter is at capacity when RAC services are needed, referrals to alternate placements may be made.

**10. Reporting Requirements:** Contractor will provide monthly report in format requested by the Valencia County Juvenile Justice Board. Contractor will provide a monthly invoice by the 6<sup>th</sup> day of the following month being invoiced. These will be due by the 6<sup>th</sup> day after the previous month which is being invoiced. If the invoice and the reports are not provided within the 6 day period, the invoice will not be paid. The contractor shall also provide reports with narrative included in the format requested for each 6 month period and a final annual report. The 6 month reports are due on January 6, 2014 and July 6 2014. The annual report with narrative is due on July 6, 2014. If required reports are not submitted by due date, the monthly invoice submitted shall not be paid. The contractor shall also comply with all requests for information and data by dates specified. Should reporting requirements not be met, the contractor shall be put on probation. The executive board shall then review contractor for compliance. Continued non-compliance may result in loss of funding.

**Attachment 2 – Budget**  
**Valencia County**

<b><u>Description</u></b>	<b><u>Amount</u></b>
---------------------------	----------------------

## Contractual/Professional Services

Juvenile Continuum Coordinator	\$ 32,269.00
RAC Program Intake Specialist	\$ 38,481.00
Reception & Assessment Center	\$ 0.00
ScOutreach Program Staff	\$ 9,700.00
ScOutreach Program	\$ 0.00
Juvenile Justice Girl's Mentoring Initiative Program Staff	\$ 31,000.00

Other:

Supplies & Misc. and Other	\$ 3,250.00
Travel Per Diem and Other Travel Related Expenses	\$ 5,300.00
Training	\$ 00.00
Telecommunication	\$ 00.00
Utilities	\$ 00.00
Rent	\$ 00.00

<b>Total</b>	<b>\$120,000.00</b>
--------------	---------------------

Total amount of this contract shall not exceed \$120,000.00, including gross receipts tax. The Contractor shall also provide the cash or in-kind match required under the Juvenile Continuum Act.

Funds may be moved between individual line items in the budget with written pre approval by the Program Manager. Initiate this pre-approval by submitting Budget Adjustment Request to the Program Manager.

**Funding Source:**

**Grant Name: JABG Grant DOJ**

**Grant Number: 2010-JB-FX-0080 DOJ**

**Grant CFDA Number: 16.523**

**Grant Award Year: FFY 2010**



---

---

This Page  
Intentionally  
Left Blank

---

---





**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



<b>Department Head:</b>	<b>Joe Chavez</b>
<b>Individual Making Request:</b>	<b>Cynthia Ferrari</b>
<b>Presentation at Meeting on:</b>	<b>8/21/13</b>
<b>Date Submitted:</b>	<b>8/3/13</b>
<b>Title of Request:</b>	<b>Approval of ScOutreach contract</b>

---

**Action Requested of Commission:**

Approval of **Contract for ScOutreach** for FY'14 in the amount of \$9,700.00 with 2 originals signed.

**Information Background and Rationale**

This contract will allow the Boy Scouts ScOutreach program to continue providing youth services to the Valencia County. The cost of these services will be paid for by the JJAC grant funds.

**What is the Financial Impact of this Request?**

There is no financial impact to the county.

**Legal:**

This program utilizes CYFD funding and serves juveniles between 12 and 16 who are referred by Juvenile Probation and Parole, and provides an additional alternative to detention., saving the County well over \$100 per juvenile per day diverted from detention. The contract sum falls within the increased small purchase limit established by the Board in its revision to Section 16.3.1 of its purchasing regulations, which increased the small purchase limit to \$50,000.00. David Pato.

**Finance:**

This item will need to be added to the FY14 budget with a BAR if approved. *(Nick Telles)*

**VALENCIA COUNTY  
PROFESSIONAL SERVICES CONTRACT**

**ScOutreach Services**

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Valencia County, State of New Mexico, hereinafter referred to as the "County" and Boy Scouts of America whose address is 5841 Office Blvd. NE, Albuquerque NM 87109, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent, the Valencia County Manager and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

Based upon the County of Valencia receiving and administering funds from the New Mexico Children, Youth and Families Department to develop programs/services which provide non-secure alternatives to detention for juvenile offenders in Valencia County, the Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

**2. Compensation.**

A. The County shall pay to the Contractor in full payment for services satisfactorily performed two thousand one hundred dollars and zero cents (\$2,100.00) monthly not to exceed ninety seven hundred dollars and zero cents (\$9,700). The New Mexico gross receipts tax levied on the amounts payable for professional services under this Agreement shall not be paid by the County to the Contractor. The New Mexico gross receipts tax levied on the amounts paid for expenses shall not be reimbursable.

The total amount payable to the Contractor under this Agreement, including any amendments thereto and including expenses and New Mexico gross receipts tax, shall not exceed ninety seven hundred dollars (\$9,700.00) or the maximum allowable funding provided for by the grant, whichever is lesser, in any four (4) month period. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant

to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

E. The annual budget is attached hereto as Attachment 2 and incorporated herein by reference.

3. **Term.** This Agreement shall become effective September 1, 2013 and shall terminate on December 31, 2013 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Valencia. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Valencia as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Valencia unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall

any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Valencia from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Valencia and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and

(ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion,

color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

**20. Disclaimer and Hold Harmless.**

The Valencia County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Valencia County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Valencia County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Valencia from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing

services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Valencia and the New Mexico Association of Counties by certified mail.

**22. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**25. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**26. Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be



unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

**27. Survival.**

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

**28. Succession.**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

**29. Force Majeure.**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**30. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

**31. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Valencia County Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**32. Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**33. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**34. Order of Precedence.**

In the event of any conflict among contract documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself.

**35. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, the County of Valencia against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Valencia based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Valencia for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Valencia shall:

- 1) give the contractor prompt written notice of any claim;
- 2) allow the contractor to control the defense or settlement of the claim; and
- 3) cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- 1) provide a procuring agency of the County the right to continue using the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or
- 3) accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**36. Contractor's Payment of Property Taxes**

Contractor acknowledges that County has established a policy of ensuring that all individuals and business that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

37. Termination for Failure to Comply with County's Tax Reduction Policy

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a property tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

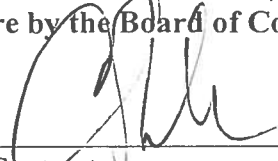
38. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Bruce Swingle, County Manager  
PO Box 1119  
Los Lunas, NM 87031

To the Contractor: Boy Scouts of America  
5841 Office Blvd. NE  
Albuquerque NM 87109

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By:  Date: 8/13/13  
Contractor

Printed Name: Chris Shulby - Grant SW Council, BSA  
Address: 5841 Office Blvd Albuquerque NM 87109

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Valencia County Manager

Printed Name: Bruce Swingle

Address: P.O. Box 1119, Los Lunas, NM 87031

By: \_\_\_\_\_ Date: \_\_\_\_\_

Valencia County Purchasing Agent

Printed Name: Michael C. Vinyard

Address: P.O. Box 1119, Los Lunas, NM 87031

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Donald E. Holliday  
Chair, District V

\_\_\_\_\_  
Georgia Otero-Kirkham  
Vice-Chair, District II

\_\_\_\_\_  
Mary J. Andersen  
Commissioner, District I

\_\_\_\_\_  
Lawrence R. Romero  
Commissioner, District III

\_\_\_\_\_  
Ron Gentry  
Commissioner, District IV

Attest:

\_\_\_\_\_  
Sally Perea  
Valencia County Clerk

### Attachment 1 Scope of Work

ScOutreach 's programming is based on the general principles and guidelines of the Boy Scouts, which is a proven youth organization. ScOutreach will serve youth aged 12-16 who have been in minor trouble with the law and/or are having truancy issues, as referred by the juvenile probation authorities. Contractor will provide the youth classroom instruction on character-building topics and outdoor skills, utilizing outside entities and mentors whenever possible; each youth will be facilitated to complete 10.5 hours of this type. Contractor will also incorporate community service which allows the youth to experience other facets of life and to give back to their community, as each youth completes 20 hours to fulfill graduation requirements. Contractor will collaborate with Juvenile Justice Board to be responsive to the needs of Valencia County in providing programming, gathering referrals and providing service within the community. Program Specialists will provide case management and local referrals.

**Reporting Requirements:** Contractor will provide monthly report in format requested by the Valencia County Juvenile Justice Board. Contractor will provide a monthly invoice by the 6<sup>th</sup> day of the following month being invoiced and a matching funds report for the same invoice period. These will be due by the 6<sup>th</sup> day after the previous month which is being invoiced. If the invoice and the reports are not provided within the 6 day period, the invoice will not be paid. The contractor shall also provide reports with narrative included in the format requested for each 6 month period and a final annual report. The 6 month reports are due on January 6, 2014 and July 6 2014. The annual report with narrative is due on July 6, 2014. If required reports are not submitted by due date, the monthly invoice submitted shall not be paid. The contractor shall also comply with all requests for information and data by dates specified. Should reporting requirements not be met, the contractor shall be put on probation. The executive board shall then review contractor for compliance. Continued non-compliance may result in loss of funding.

Attachment 2 – Budget  
Valencia County

<u>Description</u>	<u>Amount</u>
--------------------	---------------

**Contractual/Professional Services**

Juvenile Continuum Coordinator	\$ 32,269.00
RAC Program Intake Specialist	\$ 38,481.00
Reception & Assessment Center	\$ 0.00
ScOutreach Program Staff	\$ 9,700.00
ScOutreach Program	\$ 0.00
Juvenile Justice Girl's Mentoring Initiative Program Staff	\$ 31,000.00

Other:

Supplies & Misc. and Other	\$ 3,250.00
Travel Per Diem and Other Travel Related Expenses	\$ 5,300.00
Training	\$ 00.00
Telecommunication	\$ 00.00
Utilities	\$ 00.00
Rent	\$ 00.00

<b>Total</b>	<b>\$120,000.00</b>
--------------	---------------------

Total amount of this contract shall not exceed \$120,000.00, including gross receipts tax. The Contractor shall also provide the cash or in-kind match required under the Juvenile Continuum Act.

Funds may be moved between individual line items in the budget with written pre approval by the Program Manager. Initiate this pre-approval by submitting Budget Adjustment Request to the Program Manager.

Funding Source:

Grant Name: JABG Grant DOJ  
Grant Number: 2010-JB-FX-0080 DOJ  
Grant CFDA Number: 16.523  
Grant Award Year: FFY 2010



This Page  
Intentionally  
Left Blank





**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



<b>Department Head:</b>	<b>Joe Chavez</b>
<b>Individual Making Request:</b>	<b>Cynthia Ferrari</b>
<b>Presentation at Meeting on:</b>	<b>8/21/13</b>
<b>Date Submitted:</b>	<b>8/3/13</b>
<b>Title of Request:</b>	<b>Approval of Big Brothers Big Sisters of Central New Mexico contract</b>

---

**Action Requested of Commission:**

Approval of **Contract for Big Brothers Big Sisters of Central New Mexico** for FY'14 in the amount of \$31,000.00 with 2 originals signed.

**Information Background and Rationale**

This contract will allow the **Big Brothers Big Sisters of Central New Mexico** program to continue providing youth mentoring services to the Valencia County. The cost of these services will be paid for by the JJAC grant funds.

**What is the Financial Impact of this Request?**

There is no financial impact to the county.

**Legal:**

This contract provides BBBS \$31,000 of CFYD grant funds in exchange for its provision of mentoring support aimed at preventing teenage pregnancy, college/career readiness, employment obtainment and retention, preventing juvenile delinquency, grief and loss, physical and mental health, domestic violence, financial management, and community engagement. The contract sum falls within the increased small purchase limit established by the Board in its revision to Section 16.3.1 of its purchasing regulations, which increased the small purchase limit to \$50,000.00. David Pato.

**Finance:**

This item has not been budgeted for FY14 and will require a budget adjustment request. *(Nick Telles)*

## VALENCIA COUNTY PROFESSIONAL SERVICES CONTRACT

### Big Brothers Big Sisters of Central New Mexico Girls Mentoring Program

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Valencia County, State of New Mexico, hereinafter referred to as the "County" and Big Brothers Big Sisters of Central New Mexico whose address is 2500 Louisiana Blvd NE Suite 200, Albuquerque NM 87110, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent, the Valencia County Manager and the Board of County Commissioners.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

Based upon the County of Valencia receiving and administering funds from the New Mexico Children, Youth and Families Department to develop programs/services which provide non-secure alternatives to detention for juvenile offenders in Valencia County, the Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. **Compensation.**

A. The County shall pay to the Contractor in full payment for services satisfactorily performed three thousand one hundred dollars and zero cents (\$3,100.00) monthly not to exceed thirty thousand one hundred dollars and zero cents (\$31,000). The New Mexico gross receipts tax levied on the amounts payable for professional services under this Agreement shall not be paid by the County to the Contractor. The New Mexico gross receipts tax levied on the amounts paid for expenses shall not be reimbursable.

The total amount payable to the Contractor under this Agreement, including any amendments thereto and including expenses and New Mexico gross receipts tax, shall not exceed thirty thousand one hundred dollars (\$31,000.00) or the maximum allowable funding provided for by the grant, whichever is lesser, in any twelve (12) month period. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant

to Paragraph 1, Scope of Work. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

E. The annual budget is attached hereto as Attachment 2 and incorporated herein by reference.

**3. Term.**

This Agreement shall become effective September 1, 2013 and shall terminate on June 30, 2014 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S

OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County of Valencia. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Valencia as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Valencia unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

8. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall

relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Valencia from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Valencia and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the

County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the

Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

**20. Disclaimer and Hold Harmless.**

The Valencia County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Valencia County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Valencia County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Valencia from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the



Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Valencia and the New Mexico Association of Counties by certified mail.

**22. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**25. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**26. Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project



immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

**27. Survival.**

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

**28. Succession.**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

**29. Force Majeure.**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**30. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

**31. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting or unless it is executed by the Valencia County Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

**32. Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

**33. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**34. Order of Precedence.**

In the event of any conflict among contract documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself.

**35. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, the County of Valencia against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Valencia based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Valencia for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Valencia shall:

- 1) give the contractor prompt written notice of any claim;
- 2) allow the contractor to control the defense or settlement of the claim; and
- 3) cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- 1) provide a procuring agency of the County the right to continue using the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or
- 3) accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**36. Contractor's Payment of Property Taxes**

Contractor acknowledges that County has established a policy of ensuring that all individuals and business that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in

37. **Termination for Failure to Comply with County's Tax Reduction Policy**

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a property tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

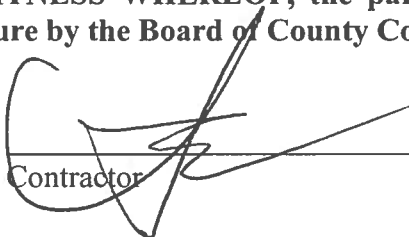
38. **Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County:        Bruce Swingle, County Manager  
                             PO Box 1119  
                             Los Lunas, NM 87031

To the Contractor:    Big Brother Big Sisters of Central New Mexico  
                             2500 Louisiana Blvd NE Suite 200  
                             Albuquerque NM 87110

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By:  \_\_\_\_\_ Date: 8/13/2013  
Contractor

Printed Name: Angela Reed Padilla  
Address: 2500 Louisiana NE, Suite 200. Albuquerque NM 87110

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Valencia County Manager

Printed Name: Bruce Swingle  
Address: P.O. Box 1119, Los Lunas, NM 87031

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
Valencia County Purchasing Agent

Date: \_\_\_\_\_

Printed Name: Michael C. Vinyard

Address: P.O. Box 1119, Los Lunas, NM 87031

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Charles Eaton  
Chair, District IV

\_\_\_\_\_  
Alicia Aguilar  
Vice-Chair, District II

\_\_\_\_\_  
Mary J. Andersen  
Commissioner, District I

\_\_\_\_\_  
Lawrence R. Romero  
Commissioner, District III

\_\_\_\_\_  
Jhonathan Aragon  
Commissioner, District V

Attest:

\_\_\_\_\_  
Peggy Carbajal  
Valencia County Clerk

## **Attachment 1 Scope of Work**

Big Brothers Big Sisters (BBBS) staff will recruit volunteers, conduct application reviews, reference checks, and fingerprinting. Enrollment staff will interview the volunteer, youth and family, provide sexual abuse prevention training to families, and train volunteers. Match specialists will then match girls ages 6-14, (with the youth being served until the age of 18) and volunteers one-to-one, based on interests and needs and include the parent/guardian in the first meeting. The support specialist provides continuous support and helps plan group activities.

Activities will be created in in the areas of recruitment and matching especially to support mentored girls and other girls who are waiting to be matched with a mentor. Quarterly match activities will be gender-specific and will include workshops to provide girls with skills and resources in the following areas: Preventing teenage pregnancy; College/Career Readiness; Employment Obtainment and Retention; Preventing Juvenile Delinquency; Grief and Loss; Physical and Mental Health; Domestic Violence; Financial Management; Community Engagement. Big Brothers Big Sisters staff receives ongoing cultural and gender-specific trainings and provides trainings to parents and volunteers.

Big Brothers Big Sisters will follow the proven, **evidence-based one-to-one service delivery model** based on the 22 Standards of Excellence of Big Brothers Big Sisters of America. In December 2011, the BBBS community based mentoring model was reviewed and approved by the National Registry of Effective Practices, a leading authority on evidence-based programs.

**Goals, objectives and strategies**

- 1. Provide mentors to 20 girls in Valencia County each year:**  
Objective: To employ Big Brothers Big Sisters one-to-one mentoring model, including recruitment, screening, matching, and support for girls in Valencia County.
- 2. Provide four (4) quarterly activities for girls matched in the program as well as interested girls:**  
Objective: To empower girls in the program (with staff and volunteer support) with group activities and trainings.
- 3. Increase match longevity, with 75% of matches lasting for 12 months or longer:**  
Objective: To demonstrate to each girl that there is at least one person outside of their family that cares for their well-being.

Other organizations may do some form of mentoring, but the proven, data-driven, one-to-one **mentoring model used by Big Brothers Big Sisters is unique and non-duplicated in the area.** They also provide match support from a Match Support Specialist (professionally trained staff who work with families, children, and volunteers) for the duration of the match.

**Methods in Place to Evaluate or Measure Outcomes:** There are four methods that BBBS uses to track the results of the match: **1.** Youth Outcomes Survey (YOS) is an attitudinal survey administered before the match starts and thereafter annually. **2.** Strength of Relationship Survey (SOR) measures the strength of relationship between a mentor and child. **3.** The National AIM database tracks every contact with the child, the family, and the volunteer. Results such as match length, match support contact rate, child and volunteer demographics, are tracked in real time and reported on an agency scorecard. **4.** Grade Advancement Tracking monitors the grade advancement of all youth in the program. ECT will collect/report all data requested by CYFD.

**Reporting Requirements:** BBBS will provide monthly report in format requested by the Valencia County Juvenile Justice Board. BBBS will provide a monthly invoice by the 6<sup>th</sup> day of the following month being invoiced and a matching funds report for the same invoice period. These will be due by the 6<sup>th</sup> day after the previous month which is being invoiced. If the invoice and the reports are not provided within the 6 day period, the invoice will not be paid. The contractor shall also provide reports with narrative included in the format requested for each 6 month period and a final annual report. The 6 month reports are due on January 6, 2014 and July 6 2014. The annual report with narrative is due on July 6, 2014. If required reports are not submitted by due date, the monthly invoice submitted shall not be paid. The contractor shall also comply with all requests for information and data by dates specified. Should reporting requirements not be met, the contractor shall be put on probation. The executive board shall then review contractor for compliance. Continued non-compliance may result in loss of funding.

**Attachment 2 – Budget**  
**Valencia County**

<b><u>Description</u></b>	<b><u>Amount</u></b>
---------------------------	----------------------

**Contractual/Professional Services**

Juvenile Continuum Coordinator	\$ 32,269.00
RAC Program Intake Specialist	\$ 38,481.00
Reception & Assessment Center	\$ 0.00
ScOutreach Program Staff	\$ 9,700.00
ScOutreach Program	\$ 0.00
Juvenile Justice Girl's Mentoring Initiative Program Staff	\$ 31,000.00

**Other:**

Supplies & Misc. and Other	\$ 3,250.00
Travel Per Diem and Other Travel Related Expenses	\$ 5,300.00
Training	\$ 00.00
Telecommunication	\$ 00.00
Utilities	\$ 00.00
Rent	\$ 00.00

<b>Total</b>	<b>\$120,000.00</b>
--------------	---------------------

Total amount of this contract shall not exceed \$120,000.00, including gross receipts tax. The Contractor shall also provide the cash or in-kind match required under the Juvenile Continuum Act.

Funds may be moved between individual line items in the budget with written pre approval by the Program Manager. Initiate this pre-approval by submitting Budget Adjustment Request to the Program Manager.

**Funding Source:**

Grant Name: JABG Grant **DOJ**  
Grant Number: 2010-JB-FX-0080 **DOJ**  
Grant CFDA Number: 16.523  
**Grant Award Year: FFY 2010**





---

This Page  
Intentionally  
Left Blank



**VALENCIA COUNTY**  
**Board of County Commissioners**  
**Agenda Request Form**



**Department Head:** Bruce Swingle  
**Individual Making Request:** Bruce Swingle  
**Presentation at Meeting on:** September 4, 2013  
**Date Submitted:** August 15, 2013  
**Title of Request:** Consideration to Approve JPA with the Rio Communities for Continuation of Services

---

**Action Requested of Commission:**

Consideration to approve a joint powers agreement between Valencia County and the Rio Communities for continuation of services

**Information Background and Rationale:**

The Rio Communities is a newly incorporated municipality in the county and has requested continuation of services until they have sufficient funding to become self-sufficient. The commission directed staff to meet with the Rio Communities to determine their needs for 2013. The Rio Communities' needs and preferred payment for services are included in the JPA. The Rio Communities is requesting that the county provide law enforcement, fire/EMS, PWD, P & Z, code enforcement, and animal control services, and issue business licenses for the Rio Communities through 2013.

**What is the Financial Impact of this Request?**

The Rio Communities will transfer any law enforcement protection funds and fire and EMS funds it receives from the State to the county; however, the amount, if any, is unknown at this time. If this JPA is approved, the county will bear the costs associated with providing these services and inmate incarceration costs through December 31, 2013.

**Legal:**

With the required approval of Rio Communities Incorporation election on January 18, 2013, Rio Communities became an independent municipality. Once the incorporation became effective, the County of Valencia ceased to have jurisdiction or duties in regard to providing general services to the community (though the Sheriff continues to have law enforcement authority). The County is not obligated to continue to provide services, though it may continue to do so as it did in the case of the incorporation of Peralta. The proposed MOU provides a fee structure for continuations of services. However, it is up to the Commission to determine whether or not such an agreement (or the specific terms of the agreement) is in the best interest of the County. Counsel advises that the municipality should provide liability insurance, though whether such provision would be approved by DFA in a JPA format is uncertain.  
(Adren Nance)

**Finance:**

The reduction in GRT fire protection revenues from the Rio Communities incorporation has already been applied to the FY14 budget. Valencia County has estimated that there will be a

decrease of 20% GRT funding to the fire protection fund as that tax will no longer be assessed to the Rio Communities area. The county will now be required to provide the same fire service with less funding. (Nick Telles)

**JOINT POWERS AGREEMENT  
BETWEEN  
THE COUNTY OF VALENCIA AND THE CITY OF RIO COMMUNITES  
REGARDING THE CONTINUATION OF SERVICES**

**THIS JOINT POWERS AGREEMENT** ("Agreement") by and between the City of Rio Communities ("Rio Communities") and the County of Valencia ("County").

**RECITALS:**

**WHEREAS**, the New Mexico Joint Powers Agreements Act ("JPA Act"), NMSA 1978, §§ 11-1-1 to 11-1-7 (1999) authorizes two or more public agencies to jointly exercise by agreement any power common to the contracting parties, NMSA 1978, § 11-2-3(1983), subject to any of the restrictions imposed upon the manner of exercising such power of one of the contracting public agencies. NMSA 1978, § 11-1-5 (1961).

**WHEREAS**, the City of Rio Communities incorporation was officially recognized by the Board of County Commissioners of Valencia County on January 18, 2013 after an election wherein the residents of the area approved incorporation pursuant to NMSA 1978, Section 3-2-1 *et seq*; and,

**WHEREAS**, Rio Communities completely within the boundaries of the County of Valencia, however, after incorporation the County of Valencia no longer has jurisdiction to provide services in the incorporated area; and,

**WHEREAS**, the parties to this Agreement wish to provide for seamless, efficient and responsive government services to the persons residing in the newly incorporated City of Rio Communities.

**WHEREAS**, the parties recognize that the tasks of organizing and implementing municipal government services to the citizens of Rio Communities will require an extended period of time.

**WHEREAS**, the City of Rio Communities expresses its intention to pursue the organization and implementation of its municipal services in an expedient manner and to assume as many of the services defined herein as are determined to be in the best interests of its citizens.

**NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES:**

1. **PURPOSE:** The purpose of this Agreement is to set forth those services to be rendered to the City of Rio Communities by the County and its agencies.
2. **COMMON POWER AND SCOPE OF WORK:** The common powers to be exercised and scope of work are:

Services to be supplied to Rio Communities by the County shall include:

- A. Law enforcement and protection. It is agreed by the parties that the Sheriff and/or his full-time deputies shall enforce any duly enacted ordinance relating to criminal offenses, or shall enforce state law if there is no applicable ordinance. The Sheriff and his deputies shall have the same authority as municipal police officers for the purpose of this Agreement.
- B. The County will fund dispatch fees and inmate incarceration fees at the County's detention center.
- C. Fire protection and emergency medical services, including the maintenance and usual and customary equipment of the Rio Grande Estates Fire Station.
- D. Nuisance abatement, when Rio Communities properly an ordinance providing for the same.
- E. Animal control, when Rio Communities properly enacts an ordinance providing for the same. The County shall not charge Rio Communities for animals from the municipality for the initial term of this Agreement.
- F. Usual and customary County maintenance of those roads, culverts, and bridges previously dedicated to, and previously maintained by, the County. If Rio Communities Administration receives a report of a roadway requiring maintenance the Mayor shall request that the repairs be made by contacting the Valencia County Director of Public Works, by email, within 24 hours and copy the County Manager on the request.
- G. Issuance of business licenses when Rio Communities properly enacts an ordinance providing for the same.
- H. Planning and Zoning, Subdivision, platting, Building Inspection and Rural Addressing functions will not be performed by County staff until Rio Communities has properly adopted an ordinance for the same, if necessary for jurisdictional purposes, and until Rio Communities and the County have worked out a mutually agreeable written policy or sub-agreement for the same.

3. OBLIGATIONS OF RIO COMMUNITES:

- A. Rio Communities shall, through the New Mexico Municipal League, insure the County of Valencia and its employees for services provided to Rio Communities under the terms of this Agreement. The insurance coverage shall cover all customary Municipal liability, including actions for tort(s), constitutional takings, civil rights, injunction and any other legal actions. Said insurance shall also cover the County's defense costs for any legal action.
- B. Agreement is not intended to and does not establish any waiver of immunity from liability for alleged tortuous conduct or any other matter of any officer, agent, or employee of City or the County apart from that set forth in the New Mexico Tort Claims

Act, NMSA 1978, Section 41-4-1, et seq. (1976) (hereinafter, as heretofore and hereafter (i) amended and (ii) construed and applied by the appellate courts of the State of New Mexico, the "Act"). All privileges and immunities from liability, and exemptions from laws, ordinances, and rules, which apply to "governmental entities" and to "public employees," each as defined in the Act, shall apply to the same extent while engaged in the performance of any of their respective functions and duties hereunder.

- C. Rio Communities shall provide a certificate of insurance coverage, issued by the Municipal League, for the term of this Agreement providing coverage as detailed in Section 3(A) *supra*.
- D. Rio Communities shall commission and issue commission cards to all Valencia County Employees enforcing municipal ordinances on behalf of Rio Communities, as appropriate.

4. PAYMENT FOR SERVICES:

- A. The County shall, on a monthly basis, submit an invoice to Rio Communities accounting for all services performed and expenses incurred for roadway maintenance. Rio Communities shall submit payment to the County for the services performed and expenses incurred within thirty days of receipt of the invoice.
- B. Rio Communities shall, within 20 days of its receipt, transfer any law enforcement protection funds, fire protection funds, and EMS funds it receives from the State of New Mexico to the County in return for the services provided herein.

5. LIABILITY:

- A. No Party shall be responsible for liability, beyond the obligation to provide insurance coverage, incurred as a result of any other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.
- B. This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants or advisors.
- C. All employees or contractors engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the County's supervision and control and said County shall be solely responsible for the conduct and performance of these individuals.

6. **PARTY BENEFICIARY:** This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants or advisors.
7. **PROPERTY:** No property shall be acquired as a result of this Agreement, which does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
8. **SURPLUS FUNDS:** After completion of the Agreement's purpose, any surplus money on hand shall be returned in proportion to the contributions made.
9. **STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS:** Each party shall be strictly accountable for all receipts and disbursements under this Agreement.
10. **AMENDMENT:** This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties and approved by the Department of Finance Administration.
11. **APPROPRIATIONS:** Performance under this Agreement is contingent upon sufficient authority and appropriations.
12. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of New Mexico.
13. **EFFECTIVE DATE, TERM AND TERMINATION OF AGREEMENT.**
  - A. This Agreement shall become effective when the duly authorized representative(s) of each Party affix their signature and upon approval by the Department of Finance and Administration.
  - B. This Agreement shall terminate on December 31, 2013, unless extended by mutual agreement of both parties hereto. Upon termination all obligations incurred under this Agreement shall terminate, except for any payment obligations under section 4.
  - C. This Agreement, in whole or in part, may be amended or terminated by the consent of all Parties at any time, or by any one Party upon not less than (30) days written notice. Upon termination all obligations incurred under this Agreement shall terminate.
14. **HEADINGS.** The headings of the sections of this Agreement are inserted only for convenience or reference and are not intended or to be construed to modify, define, limit or expand the intent of the Parties.

15. SEVERABILITY. If any provision of this Agreement shall be found by a court of competent jurisdiction to be illegal, in conflict with any law of the State of New Mexico or otherwise unenforceable, the validity and enforceability of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision found to be illegal, invalid or otherwise unenforceable.

16. FURTHER ASSURANCES. Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

IN WITNESS WHEREOF, each Party has executed this Interim Agreement on the date first written above.

VALENCIA COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Charles D. Eaton  
Chairman, District IV

\_\_\_\_\_  
Alicia Aguilar  
Vice-Chair, District II

\_\_\_\_\_  
Mary J. Andersen  
Commissioner, District I

\_\_\_\_\_  
Lawrence R. Romero  
Commissioner, District III

\_\_\_\_\_  
Commissioner, District V

Attest:

\_\_\_\_\_  
Peggy Carabajal, County Clerk

VALENCIA COUNTY SHERIFF

\_\_\_\_\_  
Louis Burkhard, County Sheriff

\_\_\_\_\_  
Date



CITY OF RIO COMMUNITIES

\_\_\_\_\_  
Mark Gwinn, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cyndi M. Sluder, Councilor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Lee Serna, Councilor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank Stasi, Councilor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kaylon D. Northcutt, Councilor

\_\_\_\_\_  
Date

DEPARTMENT OF FIANNCE AND ADMINISTRATION:

By:\_\_\_\_\_

Date:\_\_\_\_\_

---

This Page  
Intentionally  
Left Blank

---



**VALENCIA COUNTY**  
**Board of County Commissioners**  
**Agenda Request Form**



<b>Department Head:</b>	<b>Michael Vinyard</b>
<b>Individual Making Request:</b>	<b>Michael Vinyard</b>
<b>Presentation at Meeting on:</b>	<b>September 4, 2013</b>
<b>Date Submitted:</b>	<b>August 26, 2013</b>
<b>Title of Request:</b>	<b>Revise Purchasing Policy, Raise Small Purchase Limits to Match Changes to the NM Procurement Code as Well as for Efficiency and Cost Savings</b>

---

**Action Requested of Commission:** Amend the Valencia County Procurement Policy (Policy #401-01-3, Effective Date 10-7-05) to raise the small purchase limits to be consistent with, and adhere to changes to, state limits as provided for in the New Mexico Procurement Code ("Procurement Code.")

**Information Background and Rationale:** The Board of County Commissioners approved a change to the Valencia County Procurement Policy (VCP) at the May 1, 2013 meeting to bring the discretionary small purchase limits into line with the (then current) Procurement Code. Effective July 1, 2013, those discretionary small purchase limits in the Procurement Code were raised. This change keeps the VCP consistent with the Procurement Code.

Additionally, a specific \$25,000 limitation on discretionary small professional service purchases for Architectural and Engineering (A&E) Services was eliminated from the Procurement Code in 2007 thus raising that limit to \$50,000 as allowed by other sections of the Procurement Code. The \$25,000 limit, none the less, has persisted in the VCP. This change revises the A&E Professional Services limit to the maximum allowable \$50,000 as per the current Procurement Code.

As before these changes will have no impact on the purchases made or amount spent. They will however have a direct impact on the efficiency of purchasing operations. These changes will allow more flexibility in the procurement process thus increasing efficiency and lowering operating costs.

**What is the Financial Impact of this Request?** The needs of the County will not change. The products and services needed to operate the County will continue to be procured. This change will simplify the procurement process and increase efficiency on the part of the using organizations as well as the Purchasing Department. While the associated cost savings is not clearly quantifiable, there will be an increase in productivity due to less paperwork being generated and dealt with.

**Legal:**

The decision whether to increase the limits set forth in the County's Purchasing Policy to the small purchase limits established by the Legislature in NMSA 1978, Section 13-1-125 (2007) rests within the discretion of the Board of County Commissioners. (*David Pato*)

**Finance:**

This action will decrease the amount of time the Finance Department dedicates to data entry and therefore Finance will be able to address more substantive financial issues. (*Nick Telles*)

**Proposed Revisions to Valencia County Procurement Policy for Consistency with New Mexico Procurement Code:**

16. **APPLICATION -- SMALL PURCHASES.** The provisions of this section apply to the procurement of nonprofessional services, construction or items of tangible personal property having a value not exceeding ~~\$20,000~~ \$60,000 and to the procurement of professional services having a value not exceeding ~~\$50,000~~ \$60,000, except procurement for architects, engineers, landscape architects and surveyors, see subsection 16.3.1. The methods of procurement set forth in subsections 16.2 through 16.4 of this policy provide alternatives to the competitive sealed bid and competitive sealed proposal methods of procurement. If the procurement methods set forth in subsections 16.2 through 16.4 of this policy are not used the competitive sealed bid or competitive sealed proposal methods shall apply.
- 16.1 *Division of Requirements.* Procurement requirements shall not be artificially divided so as to constitute a small purchase under this section.
- 16.2 *Small Purchases of Items of Tangible Personal Property, Construction and Nonprofessional Services.*
- 16.2.1 Quotation to be obtained. Insofar as it is practical for small purchases of nonprofessional services, construction or items of tangible personal property written quotations are to be recorded and placed in the procurement file as set forth below:
- a) ~~\$10,000.00~~ \$20,000.00 or less. Purchases shall be made based on the best obtainable price.
  - b) **Over ~~\$10,000.00~~ \$20,000.00 but not exceeding ~~\$20,000.00~~ \$60,000.00.** No fewer than three valid written quotes shall be obtained and placed in the procurement file. If three valid written quotes cannot be obtained, the agency shall document the reasons and include the document in the procurement file. Such notations as “does not carry” or “did not return my phone call” do not qualify as a valid quotation.
  - c) **Over ~~\$20,000~~ \$60,000.** All purchases exceeding ~~\$20,000~~ \$60,000 (other than Professional Services as addressed in Section 16.3, below) require formal procurement procedures as set forth in this policy.
- 16.2.2 Disclosure. Prior to award, the contents of any response to a quotation shall not be disclosed to any other business from which the same request for quotation is also being solicited.
- 16.2.3 Bidders list. Although not required to be published in a newspaper or newspapers of general circulation in the Area, the purchasing office shall send copies of the notice or request for quotes/informal invitation for bids involving the expenditure of more than \$10,000 but not exceeding \$20,000 to those businesses who have signified in writing an interest in submitting bids for particular categories of items of tangible personal property, construction or services and which have paid any required fees. *For purposes of this policy an annual fee of \$25.00 will place a business on the registration list.*
- 16.2.4 Award. Award shall be made to the business offering the lowest acceptable quotation.
- 16.2.5 Records. The names of the businesses submitting quotations and the date and the amount of each quotation shall be recorded and maintained as a public record.

16.3 *Small Purchases of Professional Services.*

- 16.3.1 Application. The purchasing office may procure professional services: having a value not exceeding ~~\$50,000~~ \$60,000; for the services of architects and engineers having a value not exceeding ~~\$25,000~~ \$50,000; and for landscape architects and surveyors having a value not exceeding \$5,000, in accordance with the following subsections. In the case of architects, engineers, landscape architects and surveyors the value shall not include applicable state and local gross receipts.
- 16.3.2 Examination of offeror list. Before contacting any business, the purchasing office is encouraged to examine the office's current list of potential Offerors, if any. The purchasing office is encouraged to contact at least three businesses for written or oral offers before selecting a contractor.
- 16.3.3 Negotiations. The purchasing office shall negotiate a contract for the required services at a fair and reasonable price to the County.
- 16.3.4 Disclosure. If more than one business is contacted, the contents of the written or oral offer of one business shall not be disclosed to another business during the negotiation process.

New Mexico Procurement Code excerpt, effective July 1, 2013

13-1-125. Small purchases.

A. A central purchasing office shall procure services, construction or items of tangible personal property having a value not exceeding sixty thousand dollars (\$60,000), excluding applicable state and local gross receipts taxes, in accordance with the applicable small purchase rules adopted by the secretary, a local public body or a central purchasing office that has the authority to issue rules.

B. Notwithstanding the requirements of Subsection A of this section, a central purchasing office may procure professional services having a value not exceeding sixty thousand dollars (\$60,000), excluding applicable state and local gross receipts taxes, except for the services of landscape architects or surveyors for state public works projects or local public works projects, in accordance with professional services procurement rules promulgated by the department of finance and administration, the general services department or a central purchasing office with the authority to issue rules.

C. Notwithstanding the requirements of Subsection A of this section, a state agency or a local public body may procure services, construction or items of tangible personal property having a value not exceeding twenty thousand dollars (\$20,000), excluding applicable state and local gross receipts taxes, by issuing a direct purchase order to a contractor based upon the best obtainable price.

D. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this section.

History: Laws 1984, ch. 65, § 98; 1987, ch. 348, § 8; 1988, ch. 54, § 1; 1989, ch. 69, § 16; 1995, ch. 139, § 1; 1997, ch. 69, § 1; 2001, ch. 292, § 6; 2005, ch. 214, § 2; 2007, ch. 315, § 3; 2013, ch. 70, § 7.

---

This Page  
Intentionally  
Left Blank

---





**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Department Head:** Michael Vinyard  
**Individual Making Request:** Michael Vinyard  
**Presentation at Meeting on:** September 4, 2013  
**Date Submitted:** August 26, 2013  
**Title of Request:** Award Contract No. VCB-FY14-004, Production and Mailing of Tax Bills and Delinquent Tax Notices

---

**Action Requested of Commission:** Award the above-referenced contract.

**Information Background and Rationale:** The County Treasurer requires a contractor to produce and mail tax notices and notices of delinquent tax payments. This contract satisfies that need. A formal procurement (Invitation for Bids #VCB-FY14-004) was conducted to provide the legal basis for the award.

**What is the Financial Impact of this Request?** This is a budgeted item.

**Legal:**

Pursuant to NMSA 1978, Section 13-1-108 (1987), the Board of County Commissioners is statutorily required to award with reasonable promptness by written notice to the lowest responsible bidder a contract solicited by competitive sealed bids. (*David Pato*)

**Finance:**

This service has been budgeted in the FY14 budget. (*Nick Telles*)

## APPENDIX B

### CONTRACT

## VALENCIA COUNTY

CONTRACT #VCB-FY14-004

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Valencia County, State of New Mexico, hereinafter referred to as the "County" and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent, the Valencia County Manager and the Board of County Commissioners.

#### IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall deliver products or perform the work outlined in **Attachment 2** in accordance with, and at the prices indicated in, **Attachment 1** or, for prices not specifically addressed in Attachment 1, at the prices indicated in the Contractor provided cost schedule. Product(s) shall be delivered or work performed only upon receipt of a valid Purchase Order issued by the County that specifically identifies the products or services to be provided by the Contractor.

2. **Compensation.**

A. The County shall pay to the Contractor in full payment for product(s) accepted or services satisfactorily performed based on the price(s) found in the Bid Form at **Attachment 1** or, if not included therein, according to the rate schedule provided with the Contractor's bid.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices MUST BE received by the County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. The Contractor shall submit an accurate invoice for actual services rendered not more frequently than once per month. Any reimbursement of taxes due to the Contractor shall be shown as a separate item. Invoices shall refer to the Purchase Order Number and shall be itemized unless otherwise specified by the County. Invoices are to be mailed to: Valencia County, Finance Department/Accounts Payable, P.O. Box 1119, Los Lunas, New Mexico 87031.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. **Term.**

This Agreement shall become effective on the date of approval by the Valencia County Board for County Commissioners and shall be in force for one (1) year unless terminated pursuant to paragraph 4 (Termination), *infra*. Unless either party gives the other party a minimum of a thirty (30) day notice to the contrary, this agreement shall automatically renew on the anniversary date of the agreement for a second, third and fourth term. Under no circumstances shall the duration of this agreement, including all automatic term extensions, exceed four (4) years in duration.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the County's sole liability upon such termination shall be to pay for product(s) delivered and accepted or work performed prior to the Contractor's receipt of the notice of termination, if the County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for product(s) delivered or such work performed within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the County; 2) comply with all directives issued by the County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the County shall direct for the protection, preservation, retention or transfer of all property titled to the County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with Contract funds shall become property of the County upon termination and shall be submitted to the County as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Board of County Commissioners, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors providing product(s) or performing services for the County and are not employees of the County of Valencia. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of county vehicles, or any other benefits afforded to employees of the County of Valencia as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County of Valencia unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Agreement.

8. **Subcontracting.**

Not applicable.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Valencia from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Valencia and shall be delivered to the County no later than

the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

i. in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

ii. this Agreement complies with Section 10-16-7(B) NMSA 1978 because (a) the Contractor is not a public officer or employee of the County; (b) the Contractor is not a member of the family of a public officer or employee of the County; (c) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (d) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

iii. in accordance with Section 10-16-8(C) NMSA 1978, (a) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (b) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;

iv. in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

v. in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. **Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. **Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. **Penalties for violation of law.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. **Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Thirteenth Judicial District Court in Valencia County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

19. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of product(s) delivered or services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments

20. **Disclaimer and Hold Harmless.**

The Valencia County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Valencia County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Valencia County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the County of Valencia from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Valencia and the New Mexico Association of Counties by certified mail.

22. **Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. **Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. **Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. **Non-Collusion.**

In signing this bid the Bidder certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the County.

27. **Survival.**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement

28. **Succession.**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.



29. **Force Majeure.**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. **Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

31. **Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the Contract at a public meeting or unless it is executed by the Valencia County Manager, if the amount of the Contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully executed copy of the Agreement and one or more valid Purchase Orders issued by the County.

32. **Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. **Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. **Incorporation and Order of Precedence.**

Invitation for Bids No. VCB-FY14-004, the Contractor's Bid Form are incorporated by reference into this Agreement and are made a part of this Agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

- i. Any Contract amendment(s), in reverse chronological order; then
- ii. this Contract itself; then
- iii. the Invitation for Bids; then
- iv. the Contractor's Bid Form; then

- v. the Contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the Contractor's bid).

**35. Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The Contractor shall defend, at its own expense, the County of Valencia against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Valencia based upon the Contractor's trade secret infringement relating to any product or service provided under this Agreement, the Contractor agrees to reimburse the County of Valencia for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Valencia shall:

- i. give the Contractor prompt written notice of any claim;
- ii. allow the Contractor to control the defense or settlement of the claim; and
- iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

**36. Escalation Clause.**

Contractor may request a price escalation due to increased cost to the Contractor annually on the anniversary of contract award. Price escalation shall be limited to the lesser of (A) the percentage change in the Contractor's published commercial prices, for the same services, during the previous twelve (12) month period or (B) the percentage change in the Consumer Price Index described below ("CPI") during the previous twelve (12) month period, based on most recently available government data.

The index to be used for any such CPI calculation is the "All items" index which appears within "Consumer Price Index for All Urban Consumers (CPI-U)", Table 3. This table is produced by the U.S. Department of Labor, Bureau of Labor Statistics and may currently

be found by going to: "<http://www.bls.gov/cpi/tables.htm>". Under "CPI Detailed Report Tables" select the link for the most recently available "CPI Detailed Report (complete text and tables)". Table 3 is contained within that report. The specific number to be used for calculations shall come from the "Unadjusted percent change" column. These requirements and limitations shall continue to apply should the U.S. Department of Labor change their web site such that these directions are rendered invalid.

37. **Warranties.**

Contractor warrants the materials, supplies or services furnished to be exactly as specified, free from defects in Contractor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Contractor. Materials furnished by Contractor shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.

38. **Commercial Warranty.**

The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

39. **Inspection.**

Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.

40. **Inspection of Plant.**

The County may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this Contract.

41. **Late Payment Charges.**

Except as otherwise agreed to: late payment charges may be assessed against the user agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

42. **Overcharge Resulting from Antitrust Violations.**

Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the County as to goods, services, and materials purchased in connection with this bid are hereby assigned to the County.

**43. Contractor's Payment of Property Taxes.**

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

**44. Termination For Failure to Comply with County's Tax Reduction Policy.**

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a property tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

**45. Notices.**

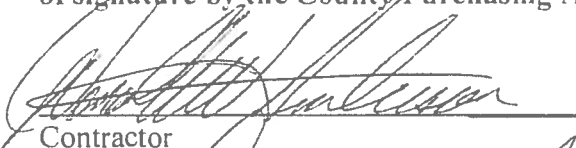
Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Bruce Swingle, County Manager  
PO Box 1119  
Los Lunas, NM 87031

To the Contractor: [CONTACT INFORMATION HERE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the County Purchasing Agent below.

By:



Contractor

Date:

August 19, 2013

Printed Name:

Donald W. Anderson

Address:

7000 Zenith Court Rio Rancho, New Mexico 87144

By:

Valencia County Manager

Date:

Printed Name: Bruce Swingle

Address: 444 Luna Ave., Los Lunas, NM 87031

By: \_\_\_\_\_  
Valencia County Purchasing Agent

Date: \_\_\_\_\_

Printed Name: Michael Vinyard

Address: 444 Luna Ave.  
Los Lunas, NM 87031

**BOARD OF COUNTY COMMISSIONERS**

**APPROVED, ADOPTED AND PASSED** on this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Charles Eaton  
Chair, District IV

\_\_\_\_\_  
Alicia Aguilar  
Vice-Chair, District II

\_\_\_\_\_  
Mary J. Andersen  
Commissioner, District I

\_\_\_\_\_  
Lawrence R. Romero  
Commissioner, District III

\_\_\_\_\_  
(Currently vacant)  
Commissioner, District V

Attest:

\_\_\_\_\_  
Peggy Carabajal  
Valencia County Clerk

---

This Page  
Intentionally  
Left Blank

---



**VALENCIA COUNTY  
Board of County Commissioners  
Agenda Request Form**



**Department Head:** Nick Telles

**Individual Making Request:** Nick Telles

**Presentation at Meeting on:** September 4, 2013

**Date Submitted:** August 28, 2013

**Title of Request:** Approval of Valencia County Resolution 2013-\_\_\_\_ Budget Adjustment Requests

---

**Action Requested of Commission:**

To approve budget adjustment requests relating to the following departments in the specified amounts: increasing revenues and expenses in the amount of \$59,731 for the Juvenile Justice Services Program due to recent grant awards.

**Information Background and Rationale**

State law requires that any funding expensed by Valencia County is mandated to be budgeted as revenues and expenses in the annual certified budget. Budget Adjustment Requests allow unanticipated financial resources to be utilized by the County, as well as, changes to be made within a fund account that is identified to be over or under a forecasted level.

**What is the Financial Impact of this Request?**

There is no monetary match associated with these grant awards. There is a positive financial impact as Valencia County will receive an additional \$59,731 to operate the Juvenile Justice Services Program.

**Legal:**

"A budget adjustment resolution is required pursuant to DFA regulations."  
Adren Nance

**Finance:**

Approval of Budget Adjustment Requests (BAR) from the VCBCC is necessary in order to utilize funds according to DFA requirements. (*Nick Telles*)



Department of Finance and Administration  
Local Government Division  
Financial Management Bureau  
SCHEDULE OF BUDGET ADJUSTMENTS

9/4/2013

ENTITY NAME: Valencia County  
FISCAL YEAR: FY13/14  
DFA Resolution Number:

**For Local Government Division use only:**

Resolution 2013-\_\_\_\_\_

[illegible]

ATTEST:

Title	(Date)
-------	--------

**Mayor/Board Chairman**

(Date)

**END**

**OF**

**AGENDA**